

Appellant §
vs. § 10-03269
King Louie Mining, LLC, et al §
Appellee §

148 Judgment revoking discharge of debtor Entered 7/8/14
VOLUME 7
APPELLANT RECORD

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: § CASE NO. 09-38820-SGJ-7
§
CENGIZ J. COMU, § CHAPTER 7
§
DEBTOR. §

KING LOUIE MINING, LLC, §
KING LOUIE ENTERPRISES, LLC, AND §
RONALD KATZ, §
Plaintiffs, §
v. § ADV. NO. 10-03269-sgj
§
CENGIZ J. COMU a/k/a CJ COMU, §
Defendant. §

DIANE G. REED, TRUSTEE, §
Intervenor, Co-plaintiff and §
Third-party Plaintiff, §
v. §
CENGIZ J. COMU, §
Defendant, §
and §
PHYLLIS E. COMU, §
BERNARD D. BROWN, §
THE BARCLAY GROUP, INC. AND §
SUNSET PACIFIC, L.P., §
Third-party Defendants. §

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**APPELLANT'S FIRST AMENDED DESIGNATION OF RECORD
AND ISSUES ON APPEAL**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Cengiz J. Comu, Appellant, and files this his First Amended Designation of Record and Issues on Appeal for the Judgment entered July 8, 2014 [Document No. 148] as follows:

I. Appellant designates the following documents from the docket sheet in Adversary Case No. 10-03269 for the Record on Appeal:

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Filing Date	#	Docket Text
08/27/2014	164	Notice of appeal . Fee Amount \$298 filed by Defendant Cengiz J. Comu (RE: related document(s) <u>148</u> Judgment: (A) Revoking discharge of debtor, pursuant to 11 U.S.C. 727(d); (B) Declaring certain property to be "Property of the Estate"; (C) Requiring turnover of certain property to the trustee; (D) Awarding monetary damages to trustee for the benefit of the estate; and (E) Separately awarding reasonable attorney's fees and expenses to plaintiffs Entered on 7/8/2014. (Related document(s) <u>20</u> Amended complaint filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz, <u>53</u> Intervenor complaint filed by Intervenor-Plaintiff Diane G. Reed)). Appellant Designation due by 9/10/2014. (Morales, D.)
07/08/2014	148	Judgment: (A) Revoking discharge of debtor, pursuant to 11 U.S.C. 727(d); (B) Declaring certain property to be "Property of the Estate"; (C) Requiring turnover of certain property to the trustee; (D) Awarding monetary damages to trustee for the benefit of the estate; and (E) Separately awarding reasonable attorney's fees and expenses to plaintiffs Entered on 7/8/2014. (Related document(s) <u>20</u> Amended complaint filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz, <u>53</u> Intervenor complaint filed by Intervenor-Plaintiff Diane G. Reed) (Rielly, Bill).
07/08/2014	147	Findings of fact and conclusions of law in support of judgment: (A) Revoking discharge of debtor, pursuant to 11 U.S.C. 727(d); (B) Declaring certain property to be "Property of the Estate"; (C) Requiring turnover of certain property to the trustee; (D) Awarding monetary damages to trustee for the benefit of the estate; and (E) Separately awarding reasonable attorney's fees and expenses to plaintiffs Entered on 7/8/2014. (Rielly, Bill)
09/09/2014		Docket Sheet
10/07/2010	5	Motion to dismiss adversary proceeding <i>Pursuant to Fed. Rules Civ. Proc. Rule 12(b)(6)</i> filed by Defendant Cengiz J. Comu (Olson, Dennis)
11/08/2010	8	Motion for leave to <i>Amend</i> filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC Objections due by 11/29/2010. (Attachments: <u>1</u> First Amended Complaint <u>2</u> Exhibit A <u>3</u> Exhibit B <u>4</u> Exhibit C) (Lippe, Emil)
11/08/2010	9	Response opposed to (related document(s): <u>5</u> Motion to dismiss adversary proceeding <i>Pursuant to Fed. Rules Civ. Proc. Rule 12(b)(6)</i> filed by Defendant Cengiz J. Comu) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC. (Lippe, Emil)
01/10/2011	10	Order denying motion to dismiss adversary proceeding as moot (related document # <u>5</u>), granting motion for leave to amend complaint (related document # <u>8</u>) Entered on 1/10/2011. Case is removed from docket for week of January 11, 2011. Counsel ORDERED to confer and submit proposed amended scheduling order for the trial of this case, to be submitted within 10 days from date of this Order. (Mathews, M.)

161, 2	000275	01/20/2011	12	Motion to dismiss adversary proceeding(<i>SECOND</i>) filed by Defendant Cengiz J. Comu (Olson, Dennis)
000279		02/11/2011	16	Response opposed to (related document(s): <u>12</u> Motion to dismiss adversary proceeding(<i>SECOND</i>) filed by Defendant Cengiz J. Comu) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC. (Lippe, Emil)
000287		02/24/2011	17	Order conditionally denying second motion to dismiss adversary proceeding (related document # <u>12</u>) Entered on 2/24/2011. Plaintiffs are ORDERED to file amended complaint within 20 days of entry of this order. Defedant is ORDERED to file an answeror responsive pleading within 20 days of filing of the amended complaint. (Mathews, M.)
000290		03/02/2011	19	Motion for leave to <i>Prosecute Action</i> filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC Objections due by 3/23/2011. (Lippe, Emil)
000293		03/02/2011	20	Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Cengiz J. Comu No change to nature of suit. (RE: related document(s) <u>1</u> Adversary case 10-03269. Complaint by King Louie Mining, LLC, King Louie Enterprises, LLC, Ronald Katz against Cengiz J. Comu. Fee Amount \$250. Nature. filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz). (Attachments: <u>1</u> Exhibit A <u>2</u> Exhibit B) (Lippe, Emil)
000340		03/23/2011	23	Order denying motion for leave to prosecute action without prejudice (related document # <u>19</u>) Entered on 3/23/2011. (Simpson, B)
000342		03/24/2011	24	Motion to dismiss adversary proceeding(<i>THIRD</i>) filed by Defendant Cengiz J. Comu (Olson, Dennis)
000345		04/19/2011	28	Agreed Order granting <u>27</u> Motion to extend time to file response to motion to dismiss until 4/28/2011. Entered on 4/19/2011. (Simpson, B)
000347		04/28/2011	30	Response opposed to (related document(s): <u>24</u> Motion to dismiss adversary proceeding(<i>THIRD</i>) filed by Defendant Cengiz J. Comu) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC. (Lippe, Emil)
000357		05/04/2011	31	Motion to continue hearing on (related documents <u>20</u> Amended complaint, <u>24</u> Motion to dismiss adversary proceeding)[<i>Unopposed</i>] filed by Interested Party Diane G. Reed, Trustee (Elmqvist, David)
000361		05/06/2011	32	Order granting motion to continue hearing on (related document # <u>31</u>) (related documents Motion to dismiss adversary proceeding(<i>THIRD</i>) and <u>20</u> Amended Complaint) Entered on 5/6/2011. Hearing to be held on 7/11/2011 at 10:30 AM Dallas Judge Jernigan Ctrm for <u>24</u> , Trial Docket Call date reset for 9/12/2011 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Mathews, M.) Modified text on 5/6/2011 (Mathews, M.).
000363		07/06/2011	36	Second Motion to continue hearing on (related documents <u>20</u> Amended complaint, <u>24</u> Motion to dismiss adversary proceeding)[<i>unopposed</i>] filed by Interested Party Diane G. Reed, Trustee (Elmqvist, David)

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07/08/2011	37	Order granting second unopposed motion to continue hearing on (related document # 36) (related documents Amended complaint, Motion to dismiss adversary proceeding(<i>THIRD</i>)) Entered on 7/8/2011. Hearing to be held on 9/15/2011 at 09:30 AM Dallas Judge Jernigan Ctrm for <u>24</u> Third motion to dismiss and for Trial Docket Call date set for 12/12/2011 at 01:30 PM at Dallas Judge Jernigan Ctrm. Further conditions per Order. (Mathews, M.)
08/24/2011	39	Agreed Motion to Abate Adversary Proceeding (related document(s)1 Complaint) Filed by Interested Party Diane G. Reed (Elmqvist, David) Modified TEXT on 8/25/2011 (Blanco, J.).
08/31/2011	40	Agreed Order granting motion to abate adversary proceeding (related document # 39) Entered on 8/31/2011. (Mathews, M.)
05/24/2012	48	Supplemental Order granting agreed motion to abate adversary proceeding including any hearing on the motion to dismiss, abated until August 1, 2012 further conditions per order (related document # 39 agreed motion to abate) Entered on 5/24/2012. (Moroles, D.)
08/07/2012	50	Order terminating abatement of adversary proceeding and requiring: (A) Trustee's Complaint in Intervention to be filed by August 31, 2012; and (B) parties to upload Agreed Scheduling Order, or in the alternative, Court will enter its own Scheduling Order (related document # 39) Entered on 8/7/2012. Further details per Order. (Mathews, M.)
09/05/2012	53	Intervenor complaint by Diane G. Reed against Sunset Pacific, L.P., The Barclay Group, Inc., Bernard D Brown, Phyllis E Comu, Cengiz J. Comu.. (Elmqvist, David)
09/06/2012	54	Order granting Trustee's Unopposed Motion to Extend Deadline to File a Complaint in Intervention <u>52</u> Motion to extend time. Ordered that the deadline is hereby extended to September 5, 2012. Entered on 9/6/2012. (Tello, Chris)
09/20/2012	59	Agreed Scheduling Order Entered on 9/20/2012 (RE: related document(s)20 Amended complaint filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz). Trial Docket Call date set for 7/8/2013 at 01:30 PM at Dallas Judge Jernigan Ctrm. Hearing on Defendant Cengiz J. Comu's Third Amended Motion to Dismiss Case is set for 10/31/2012 at 9:30 AM. (Mathews, M.) MODIFIED hearing dates on 9/21/2012 (Mathews, M.).
09/28/2012	61	Supplemental Response opposed to (related document(s): <u>24</u> Motion to dismiss adversary proceeding(<i>THIRD</i>) filed by Defendant Cengiz J. Comu) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC. (Lippe, Emil)
09/28/2012	62	Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Daptco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit. (RE: related document(s)1 Adversary case 10-03269. Complaint by King Louie Mining, LLC, King Louie Enterprises, LLC, Ronald Katz against

Vol. 2			Cengiz J. Comu. Fee Amount \$250. Nature(s) of suit: 41 (Objection / revocation of discharge - 727(c),(d),(e)). (Lippe, Emil) Modified text on 9/7/2010 (Luna, G). filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz). (Lippe, Emil)
000429	10/09/2012	64	Answer to Intervenor complaint (Related document: <u>53</u> Intervenor complaint by Diane G. Reed against Sunset Pacific, L.P., The Barclay Group, Inc., Bernard D Brown, Phyllis E Comu, Cengiz J. Comu. (Elmqvist, David) filed by Bernard D Brown, Cengiz J. Comu, Phyllis E. Comu, Sunset Pacific, L.P., The Barclay Group, Inc.. (Olson, Dennis) Modified text on 10/9/2012 (Tello, Chris).
000433	10/09/2012	65	Reply to (related document(s): <u>30</u> Response filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz, <u>61</u> Response filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz) filed by Defendant Cengiz J. Comu. (Olson, Dennis)
000437	10/26/2012	66	Motion to appear pro hac vice for David H. Wander. Fee Amount \$25 filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Attachments: # <u>1</u> Exhibit) (Lippe, Emil)
000441	10/29/2012	68	Motion for leave to <i>File Third Amended Complaint and Brief in Support</i> filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC Objections due by 11/23/2012. (Lippe, Emil)
Vol. 3	10/30/2012	69	Motion for leave to <i>File Surreply to Defendant's Response to Plaintiffs' Supplemental Response to Third Motion to Dismiss</i> filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC Objections due by 11/23/2012. (Attachments: # <u>1</u> Exhibit A - Surreply# <u>2</u> Proposed Order) (Lippe, Emil)
000451	10/31/2012	70	Order granting motion to appear pro hac vice adding David H. Wander for Ronald Katz and King Louie Mining, LLC (related document # <u>66</u>) Entered on 10/31/2012. (Mathews, M.)
000470	11/02/2012	71	Order denying Plaintiffs' motion for leave to file Third Amended Complaint (related document # <u>68</u>) Entered on 11/2/2012. (Mathews, M.)
000471	11/02/2012	72	Order denying Plaintiffs' motion for leave to File Surreply to Defendant's Response to Plaintiffs' Supplemental Response to Third Motion to Dismiss (related document # <u>69</u>) Entered on 11/2/2012. (Mathews, M.)
000473	11/14/2012	76	Order denying motion to dismiss adversary proceeding (related document # <u>24</u>) Entered on 11/14/2012. (Mathews, M.)
000475	12/07/2012	78	Answer to complaint (<i>Second Amended</i>) to <i>Revoke Discharge</i> filed by Cengiz J. Comu. (Olson, Dennis)
000477	06/07/2013	88	Motion to substitute attorney Emil Lippe, Jr., Law Offices of Lippe & Associates with Shari L. Heyen, Kendyl T. Hanks and Charles P. Floyd, Greenberg Traurig, LLP and for <i>Withdrawal of Attorney Emil Lippe, Jr., Law Offices of Lippe & Associates</i> , filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Heyen, Shari)
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06/12/2013	89	Agreed Motion to amend scheduling order. (related documents 4 Standing scheduling order in an adversary proceeding) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Attachments: # 1 Exhibit A - Proposed Agreed Scheduling Order) (Heyen, Shari)
06/21/2013	90	Agreed order granting motion to amend scheduling order (related document # 89) Trial Docket Call date set for 9/9/2013 at 01:30 PM Dallas Judge Jernigan Ctrm for 20, Entered on 6/21/2013. (Rielly, Bill)
06/21/2013	91	Order granting motion to substitute attorney adding Shari L. Heyen for King Louie Mining, LLC; Ronald Katz and King Louie Enterprises, LLC, Kendyl T. Hanks for King Louie Mining, LLC; Ronald Katz and King Louie Enterprises, LLC, Charles P. Floyd for King Louie Mining, LLC; Ronald Katz and King Louie Enterprises, LLC, terminating Emil Lippe, Jr.. (related document # 88) Entered on 6/21/2013. (Rielly, Bill)
07/19/2013	94	Motion to intervene filed by Intervenor-Plaintiff Lippe & Perry, P.C., d/b/a Law Offices of Lippe & Associates (Attachments: # 1 Exhibit # 2 Affidavit # 3 Exhibit 1 # 4 Exhibit 2 # 5 Proposed Order) (Lippe, Emil)
08/12/2013	96	Response opposed to (related document(s): 94 Motion to intervene filed by Intervenor-Plaintiff Lippe & Perry, P.C., d/b/a Law Offices of Lippe & Associates) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC. (Heyen, Shari)
08/14/2013	97	Reply to (related document(s): 96 Response filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz) filed by Intervenor-Plaintiff Lippe & Perry, P.C., d/b/a Law Offices of Lippe & Associates. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Lippe, Emil)
08/21/2013	98	Order denying motion to intervene (related document # 94) Entered on 8/21/2013. (Rielly, Bill)
08/23/2013	99	Agreed Motion to amend scheduling order. (related documents 4 Standing scheduling order in an adversary proceeding) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Attachments: # 1 Exhibit A - Agreed Order to Amend Scheduling Order) (Heyen, Shari)
09/13/2013	101	Agreed order granting motion to amend scheduling order (related document # 99) Trial Docket Call date set for 12/9/2013 at 01:30 PM Dallas Judge Jernigan Ctrm for 20, Entered on 9/13/2013. (Rielly, Bill)
11/25/2013	103	Witness and Exhibit List for Trial, per Scheduling Order filed by Defendants Bernard D Brown, Cengiz J. Comu, Phyllis E Comu, Sunset Pacific, L.P., The Barclay Group, Inc. (RE: related document(s) 62 Amended complaint). (Olson, Dennis)
11/25/2013	104	Motion to amend scheduling order. (related documents 4 Standing scheduling order in an adversary proceeding) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Attachments: # 1 Exhibit A - Proposed Order) (Heyen, Shari)

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000630	11/27/2013	105	Support/supplemental document(<i>Supplement to Plaintiffs' Motion for Continuance of Scheduling Order Deadlines and Trial</i>) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s)104 Motion to amend scheduling order. (related documents 4 Standing scheduling order in an adversary proceeding)). (Heyen, Shari)
000633	12/09/2013	106	Agreed order granting motion to amend scheduling order (related document # 104) Entered on 12/9/2013. Trial Docket Call date set for 3/3/2014 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Rielly, Bill)
000637	12/20/2013	108	Motion for preliminary injunction (<i>expedited</i>) filed by Intervenor-Plaintiff Diane G. Reed (Elmqvist, David)
000647	12/20/2013	109	Motion for expedited hearing(related documents 108 Motion for preliminary injunction) filed by Intervenor-Plaintiff Diane G. Reed (Elmqvist, David)
000651	12/20/2013	110	Order granting ex parte motion for expedited hearing (Related Doc# 109)(document set for hearing: 108 Motion for preliminary injunction) Entered on 12/20/2013. Hearing to be held on 12/23/2013 at 09:30 AM Dallas Judge Jernigan Ctrm for 108, (Rielly, Bill)
000653	12/20/2013	111	Agreed order granting motion for temporary restraining order (related document 108) Entered on 12/20/2013. Preliminary injunction hearing to be held on 1/3/2014 at 09:30 AM Dallas Judge Jernigan Ctrm (Rielly, Bill)
000656	01/03/2014	116	Agreed Order Continuing Temporary Restraining Order (related document # 108) Entered on 1/3/2014. (Jones, A.)
000659	02/24/2014	118	Amended Witness and Exhibit List filed by Defendants Bernard D Brown, Cengiz J. Comu, Phyllis E Comu, Sunset Pacific, L.P., The Barclay Group, Inc. (RE: related document(s)103 List (witness/exhibit/generic)). (Olson, Dennis)
000662	02/24/2014	119	Witness and Exhibit List for Trial filed by Intervenor-Plaintiff Diane G. Reed (RE: related document(s)62 Amended complaint). (Elmqvist, David)
Vol. 4	02/24/2014	120	Witness and Exhibit List filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s)62 Amended complaint). (Heyen, Shari)
000670	02/26/2014	121	Stipulation by Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC and All Defendants. filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s)106 Order on motion to amend scheduling order). (Heyen, Shari)
000722	03/03/2014	124	Stipulation by Diane G. Reed and Plaintiffs and Defendants. filed by Intervenor-Plaintiff Diane G. Reed (RE: related document(s)53 Intervenor complaint, 62 Amended complaint). (Elmqvist, David)
000726	03/03/2014	125	Proposed findings of fact and conclusions of law filed by Intervenor-Plaintiff Diane G. Reed (RE: related document(s)53 Intervenor complaint). (Elmqvist, David)
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03/04/2014	126	Proposed findings of fact and conclusions of law filed by Defendants Bernard D Brown, Cengiz J. Comu, Phyllis E Comu, Sunset Pacific, L.P., The Barclay Group, Inc. (RE: related document(s) <u>62</u> Amended complaint). (Olson, Dennis)
03/04/2014	127	Proposed findings of fact and conclusions of law filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s) <u>62</u> Amended complaint). (Heyen, Shari)
03/05/2014	130	Order setting trial Entered on 3/5/2014 (RE: related document(s) <u>62</u> Amended complaint filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz). Trial date set for 3/17/2014 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Rielly, Bill)
03/11/2014	132	Amended Witness and Exhibit List <i>for Trial</i> filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s) <u>120</u> List (witness/exhibit/generic)). (Heyen, Shari)
03/13/2014	134	Amended Witness and Exhibit List filed by Intervenor-Plaintiff Diane G. Reed (RE: related document(s) <u>119</u> List (witness/exhibit/generic)). (Elmqvist, David)
03/14/2014	135	Amended Witness and Exhibit List <i>Second Amended</i> filed by Defendants Bernard D Brown, Cengiz J. Comu, Phyllis E Comu, Sunset Pacific, L.P., The Barclay Group, Inc. (RE: related document(s) <u>118</u> List (witness/exhibit/generic)). (Olson, Dennis)
03/16/2014	137	Amended Witness and Exhibit List (<i>Second</i>) filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (RE: related document(s) <u>132</u> List (witness/exhibit/generic)). (Heyen, Shari)
03/17/2014	138	First Amended Proposed Joint Pre-Trial order Entered on 3/17/2014. (Rebeck, B)
04/04/2014	142	Extended temporary restraining order and mandatory injunction Entered on 4/4/2014. (Rielly, Bill)
04/23/2014	144	Notice of Trustee's Status Report of Compliance filed by Intervenor-Plaintiff Diane G. Reed (RE: related document(s) <u>142</u> Temporary restraining order). (Elmqvist, David)
07/29/2014	161	Motion to extend time to appeal - Rule 8002c (RE: related document(s) <u>148</u> Judgment) Filed by Defendant Cengiz J. Comu (Blanco, J.) (Entered: 08/20/2014)
07/30/2014	153	Application for compensation <i>Plaintiffs Preliminary Application for Attorneys' Fees and Expenses Awarded in the Court's July 8, 2014 Judgment</i> for Shari L. Heyen, Creditor's Attorney, Period: 10/26/2011 to 7/28/2014, Fee: \$946,504.90, Expenses: \$12,800.00. Filed by Attorney Shari L. Heyen (Heyen, Shari)
07/30/2014	154	Motion to extend time to To Submit Affidavit and Evidence in Support of Application for Attorneys' Fees & Expenses Awarded in the Court's July 8, 2014 Judgment Filed by Plaintiffs Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC (Heyen, Shari)
08/20/2014	162	Order granting motion for leave to file notice of appeal out of time <u>161</u>

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		Motion to extend time to appeal - Rule 8002c. Entered on 8/20/2014. (Rielly, Bill)
08/27/2014	165	Order granting motion to extend time to file application for attorney's fees and expenses <u>154</u> Motion to extend time. Entered on 8/27/2014. (Rielly, Bill)
08/29/2014	168	Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) <u>164</u> Notice of appeal filed by Defendant Cengiz J. Comu) (Blanco, J.)

II. Appellant also designates all exhibits admitted at trial, March 17 through March 21, 2014.

Not Provided by Appellant

III. Appellant also designates the following transcripts:

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11/09/2010	177	Hearing held on 11/9/2010. (RE: related document(s) <u>5</u> Motion to dismiss adversary proceeding Pursuant to Fed. Rules Civ. Proc. Rule 12(b)(6) filed by Defendant Cengiz J. Comu filed by Defendant Cengiz J. Comu) APPEARANCES: D. Olson for Debtor; E. Lippe for Plaintiff. Nonevidentiary hearing. Announcement of an agreed order having been submitted that contemplates Plaintiff's agreement to file Amended Complaint with Debtor's reservation of right to re-urge motion to dismiss. Court will sign order. (Womack, Jennifer) (Entered: 11/12/2010)
02/14/2011	178	Hearing held on 2/14/2011. (RE: related document(s) <u>12</u> Motion to dismiss adversary proceeding (SECOND) filed by Defendant Cengiz J. Comu filed by Defendant Cengiz J. Comu) Appearances: D. Olsen for Defendant/Debtor; E. Lippe for Plaintiff. Nonevidentiary hearing. Motion denied, conditional on Plaintiff, within 20 days, amending Complaint again to provide more specificity regarding specific provisions of Section 727(d) being alleged, when acts were discovered and how, and addressing his standing, versus the Chapter 7 Trustees, to seek avoidance of alleged fraudulent transfers. If not amendment within 20 days, complaint will be dismissed. If amendment, then Defendant has 20 days thereafter to answer/respond. Counsel to submit order. (Harden, D.) (Entered: 02/18/2011)
05/02/2012	179	Status conference held (RE: related document(s) <u>20</u> Amended complaint) Appearances: E. Lippe and D. Wander (telephonically) for Plaintiffs; D. Elmquist for Trustee; D. Olson for Debtor. Nonevidentiary hearing. Based on statements of counsel, court will continue abatement through 8/1/12 and counsel shall contact courtroom deputy for another status conference the first week of August 2012. Counsel shall upload an order continuing abatement. (Davis, T.) (Entered: 05/14/2012)
07/31/2012	180	Hearing held on 7/31/2012. (RE: related document(s) <u>20</u> Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Cengiz J. Comu No change to nature of suit. (RE: related document(s) <u>1</u> Adversary case 10-03269. Complaint by King Louie Mining, LLC, King Louie Enterprises, LLC, Ronald Katz against Cengiz J. Comu. Fee Amount \$250. Nature. filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz). (Attachments: <u>1</u> Exhibit A <u>2</u> Exhibit B) filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz) Appearances: D. Elmquist for Trustee; E. Lippe and D. Wander (telephonically) for Plaintiff; D. Olson for Debtor. Nonevidentiary status conference. Court heard reports regarding Rule 2004 examinations that have been ongoing and Trustees intention to file a Complaint in Intervention by 8/31/12. Court will enter Order terminating the abatement of this Adversary Proceeding and requiring: (a) Trustees Complaint in Intervention to be filed by 8/31/12; and (b) parties to upload Agreed Scheduling Order by 9/14/12 (inclusive of deadlines pertaining to the pending Rule 12(b)(6)

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		motion) or, in the alternative, court will enter its own Scheduling Order thereafter setting a January 2013 trial docket call and deadlines pertaining to the Rule 12(b)(6) motion. (Baird, Dennis) (Entered: 08/01/2012)
10/31/2012	181	Hearing held on 10/31/2012. (RE: related document(s)24 Motion to dismiss adversary proceeding(<i>THIRD</i>) filed by Defendant Cengiz J. Comu) Appearances: D. Olson for Movant/Defendant/Debtor; D. Elmquist for Trustee; E. Lippe and D. Wander (telephonically) for Plaintiff/King Louie Mining. Nonevidentiary hearing. Motion denied. Court also denied a pending Motion for Leave by Plaintiff/King Louie Mining to File Third Amended Complaint. Thus, Second Amended Complaint of King Louie Mining (Section 727 count only) and Complaint in Intervention of Trustee are now governing pleadings in this Adversary Proceeding. Mr. Lippe to upload orders on motion to dismiss and motion for leave. (Baird, Dennis)
08/15/2013	182	Hearing held on 8/15/2013. (RE: related document(s)94 Motion to intervene filed by Intervenor-Plaintiff Lippe & Perry, P.C., d/b/a Law Offices of Lippe & Associates (Attachments: # 1 Exhibit # 2 Affidavit # 3 Exhibit 1 # 4 Exhibit 2 # 5 Proposed Order)) Appearances: E. Lippe for his firm; K. Hanks and C. Floyd for Plaintiffs other than the Trustee; D. Elmquist for Trustee; R. Nicoud for Debtor. Nonevidentiary hearing. Motion denied. Ms. Hanks to upload order. (Harden, D.) (Entered: 08/21/2013)
03/04/2014	183	Pre-trial conference held on 3/4/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Daptco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit. (RE: related document(s)1 Adversary case 10-03269. Complaint by King Louie Mining, LLC, King Louie Enterprises, LLC, Ronald Katz against Cengiz J. Comu. Fee Amount \$250. Nature(s) of suit: 41 (Objection / revocation of discharge - 727(c),(d),(e)). (Lippe, Emil) Modified text on 9/7/2010 (Luna, G). filed by Plaintiff King Louie Mining, LLC, Plaintiff King Louie Enterprises, LLC, Plaintiff Ronald Katz.) Appearances: K. Hanks and V. Vital for Creditor/Plaintiffs; D. Elmquist for Intervenor/Plaintiff; D. Olson for Defendants. Nonevidentiary status conference. Court will issue order setting trial for March 17, 2014 at 9:30 am, continuing through March 21, 2014. Parties to upload final Pre-Trial Order by March 14, 2014. (Harden, D.) (Entered: 03/06/2014)
03/17/2014	184	Trial held on 3/17/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Daptco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit.)

Vol. 6			Appearances: K. Hanks, V. Vital and N. Sarokhanian for Plaintiffs; D. Elmquist for Trustee; D. Olson for Defendants. Evidentiary trial. Trial continued to 3/18/14 at 9:30 am. (Harden, D.) (Entered: 03/25/2014)
001277	03/18/2014	185	Trial held on 3/18/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Dapco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit.) Appearances: K. Hanks, V. Vital and N. Sarokhanian for Plaintiffs; D. Elmquist for Trustee; D. Olson for Defendants. Evidentiary trial. Trial continued to 3/19/14 at 9:30 am. (Harden, D.) (Entered: 03/25/2014)
Vol. 7	03/19/2014	186	Trial held on 3/19/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Dapco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit.) Appearances: K. Hanks, V. Vital and N. Sarokhanian for Plaintiffs; D. Elmquist for Trustee; D. Olson for Defendants. Evidentiary trial. Trial continued to 3/20/14 at 9:30 am. (Harden, D.) (Entered: 03/25/2014)
001538	03/20/2014	187	Trial held on 3/20/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Dapco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit.) Appearances: K. Hanks, V. Vital and N. Sarokhanian for Plaintiffs; D. Elmquist for Trustee; D. Olson for Defendants. Evidentiary trial. Trial continued to 3/21/14 at 9:30 am. (Harden, D.) (Entered: 03/25/2014)
Vol. 8	03/21/2014	188	Trial held on 3/21/2014. (RE: related document(s)62 Amended complaint by Emil Lippe Jr. on behalf of Ronald Katz, King Louie Enterprises, LLC, King Louie Mining, LLC against Phyllis E. Comu, Regus Advisors, Inc., Marathon Management Limited Company, Dapco Trust, TKY Trust, The Barclay Group, Inc., Sunset Pacific, L.P., Bernard D Brown, Cengiz J. Comu Adding nature(s) of suit.) Appearances: K. Hanks, V. Vital and N. Sarokhanian for Plaintiffs; D. Elmquist for Trustee; D. Olson for Defendants. Evidentiary trial. Trial concluded. Court gave bench ruling: (a) revocation of discharge shall be ordered as to the Debtor, pursuant to Section 727(d)(1) & (2) of the Bankruptcy Code, based on fraud and concealment of assets of which Plaintiffs (and Trustee) were unaware until after the granting of discharge, and also based on Debtors acquiring or becoming entitled to acquire property that was or would be property of the estate and knowingly and fraudulently failing to report, deliver and surrender it to Trustee; (b) The Barclay Group, Inc. and Sunset Pacific are the alter
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		egos of Debtor and their veil should be pierced; (c) Debtor should turnover previously undisclosed Turkish Bank Account and the equity/asset-control of The Barclay Group, Inc. and Sunset Pacific to Trustee; (d) parties may submit post-trial briefing regarding possible monetary damages to the estate. Counsel will upload an amended restraining order and injunction, as soon as possible, to protect dissipation of Green Auto stock or other assets of The Barclay Group, Inc. and Sunset Pacific. Counsel will subsequently upload proposed Findings of Fact, Conclusions of Law and Judgment that are consistent with the courts oral ruling and otherwise consistent with the evidence. (Harden, D.) (Entered: 03/25/2014)
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IV. Appellant states the following Issues presented on Appeal:

1. The Bankruptcy Judge erred in revoking the Debtor's discharge.
2. The Bankruptcy Judge erred in finding that the Barclay Group and Sunset Pacific are the alter egos of the Debtor.
3. The Bankruptcy Judge erred in calculating the amount of the damages for which the Debtor was found to be liable.

[Signature on following page]

Respectfully submitted,

Cengiz J. Comu
14873 Oaks North Place
Dallas, Texas 75254
(972) 965-2545 – Telephone
Email: cjcomu@gmail.com

By: _____

Cengiz J. Comu
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of September, 2014, a true and correct copy of the foregoing document was sent via electronic means or by first class mail, postage prepaid to the persons shown below:

Kendyl T. Hanks
Greenberg Traurig, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701

David W. Elmquist
Reed & Elmquist, P.C.
501 N. Colloge Street
Waxahachie, Texas 75165

By: _____

Cengiz J. Comu

1 Q. (BY MS. HANKS) So 78 we see is another document
2 executed by Mr. Comu as president, in this capacity as
3 president of The Barclay Group instead of Ganas; is that
4 correct?

5 A. Yes, that's what that document reflects.

6 Q. And in this document Barclay Group, Inc. is
7 identified as the majority stockholder of Ganas; is that
8 correct?

9 A. That's what the document reflects, yes.

10 Q. And the purpose of this document is to approve
11 a certificate of amendment in which Ganas Corp will be
12 issuing a certain number of shares; is that correct?

13 A. That's not correct.

14 Q. That's not correct? Please let me know exactly
15 what this document provides.

16 A. If I recall correctly, when The Barclay Group
17 acquired the 95, roughly 95 million shares of Ganas
18 Corp, it also acquired pursuant to one of the agreements
19 there was one share of preferred stock of Ganas Corp
20 outstanding which had some unusual supermajority voting
21 rights and the purpose of this amendment, if I recall
22 correctly, was to amend Ganas Corp's charter with the
23 Delaware Secretary of State to get rid of that class
24 preferred stock, so that there would not be a potential
25 supermajority class outstanding --

1 Q. I see.

2 A. -- with respect to voting rights and so that
3 the common stock would be the only outstanding stock.
4 So Exhibit 79 came first in order. And that was a
5 unanimous written consent of the two directors
6 approving --

7 Q. Of Ganas --

8 A. -- the amendment.

9 Q. -- of Ganas Corp, correct?

10 A. Of Ganas Corp. Approving the amendment.
11 And -- yes, the directors of Ganas Corp, approving the
12 amendment and recommending it be submitted to the
13 stockholders for their approval.

14 Q. So as a result of these documents then the
15 outstanding shares of Ganas Corp are the approximately
16 95 million shares that are owned by TGB and that is
17 what's going into the merger; is that correct, and
18 they've dispensed with this preferred share outlier?

19 A. They did get rid of the preferred share. If I
20 recall correctly, there was -- there was still some
21 additional shares of Ganas Corp held by other
22 stockholders.

23 Q. A small percentage; is that correct?

24 A. Relatively small percentage, yes.

25 Q. And were those shares converted into Green Auto

1 stock when the -- post merger?

2 A. Yes.

3 Q. So they just sort of filtered through the
4 merger agreement and they got stock in the new company;
5 is that correct?

6 A. They were just automatically --

7 Q. Got it.

8 A. -- ended up stock in the resulting company.

9 Q. Now, I want to ask you about that. You say
10 they automatically ended up being stockholders in the
11 new company. Was that pursuant to the terms of the
12 merger agreement?

13 A. Yes.

14 MS. HANKS: Could you pull up 19, please?

15 Q. (BY MS. HANKS) Now, if you look at section --
16 first Section 1.01 of the merger agreement.
17 Section 1.01 talks about the surviving corporation. And
18 that's Ganas; is that correct?

19 A. That's correct.

20 Q. Ganas is going to be renamed pursuant to 1.11
21 of the merger agreement to be Green Auto, correct?

22 A. Yes.

23 Q. And as of the effective time of the merger, the
24 Ganas stock automatically converted into Green Auto
25 stock?

1 A. Umm --

2 Q. Or at least a right to receive Green Auto
3 stock; is that correct?

4 A. I would have to look further in the document.
5 I don't know if it automatically converted. It may have
6 just maintained its status, might be a more accurate
7 description.

8 Q. Well, if I'm one of the small percentage of
9 stockholders who kept my Ganas shares and did not sell
10 to Barclay Group before the reverse merger, then after
11 the reverse merger am I still stockholder in Ganas or am
12 I a stockholder in Green Auto?

13 A. It's the same company. It just has a new name.

14 Q. Right. So whether it's called Ganas or Green
15 Auto, I am a stockholder in the surviving company which
16 is now known as Green Automotive; is that correct?

17 A. Correct.

18 Q. So as of the date of the merger, the effective
19 date of the merger, The Barclay Group was the owner of
20 95 million shares of Green Automotive?

21 A. Yes, I believe that's correct.

22 Q. Now, if you will look at KLM Exhibit 255,
23 please. This is an email from you to C.J. Comu and
24 Steven Fly. Do you recall Steven Fly?

25 A. I believe he was one of the individuals at Go

1 Green, LLC.

2 Q. And so he was one of the individuals with Go
3 Green, USA who -- did he join Green Auto after the
4 merger, did he stay with the company through the merger?

5 A. I believe he did, yes.

6 Q. Okay. And your email's to C.J. Comu as well.
7 And if you could take -- just read the email real quick
8 and tell us what your recollection is about this email.

9 A. Yes. The merger becomes effective when mergers
10 or certificate reflecting the merger has been filed and
11 accepted by, in this case Delaware, which was the state
12 of incorporation for Ganas Corp and Nevada which was the
13 state of organization for Go Green Automotive, LLC.
14 Once those two certificates are both filed and accepted
15 by those secretaries, respective secretaries of state
16 then the merger is deemed effective.

17 Under Delaware law any stockholder -- and
18 here would be referring to the number of stockholders
19 other than The Barclay Group at the time of the merger
20 who did not either vote for or sign a written consent
21 approving the merger have rights under Section 262, the
22 Delaware general corporation law, instead of retaining
23 their stock pursuant to the merger agreement in the
24 surviving corporation after the merger to dissent and
25 exercise their appraisal rights pursuant to which the

1 Delaware chance report would hold an appraisal hearing
2 and value their shares as of immediately prior to the
3 effective time without taking into account the
4 anticipation or the value of the merger. And those
5 stockholders would have the right to receive that value
6 in cash rather than --

7 Q. They can opt out?

8 A. They can opt out from the merger, yes.

9 Q. Okay. So basically say "I don't like the idea,
10 I don't like the new -- you know, I don't like the
11 parties to the deal, you know, I want my cash out now
12 before whatever happens is going to happen"?

13 A. They can do it on any basis.

14 Q. Okay. But in this case the vast majority of
15 shares, 95 million out of very few more than that, were
16 owned by The Barclay Group, correct?

17 A. That's correct.

18 Q. Okay. And so at this point it's just a matter
19 of getting the physical stock certificates; is that
20 correct?

21 A. I'm not sure I understand the question.

22 Q. So if -- well, let me ask you this. Do you
23 recall when The Barclay Group actually received the
24 physical stock certificates in Ganas Corp which was
25 purchased -- the stock that was purchased in

1 October 2009?

2 A. I believe they were received at the date of --
3 on the date of those two stock purchase agreements.

4 Q. Okay. So you believe that The Barclay Group
5 actually received the physical stock certificates for 95
6 million Ganas Corp shares or at least perhaps the shares
7 that weren't subject to the Rountree & Associates? I
8 believe that was subject maybe to a secured interest
9 because of the note.

10 A. That sounds correct.

11 Q. Does that ring a bell?

12 A. Yes.

13 Q. So maybe about 93, 92 million shares under one
14 of those stock purchase agreements, those stock
15 certificates were received in November of --

16 A. I believe those stock certificates were
17 delivered at the closing.

18 Q. Okay. If we could go to Trustee Exhibit 73.
19 Do you recognize this document?

20 A. I'm not sure if I do.

21 Q. Okay. Do you recognize -- well, you see The
22 Barclay Group -- well, first of all, Barclay Group
23 Limited, does that ring a bell?

24 A. I don't know if The Barclay Group, Limited
25 is --

1 MS. HANKS: Could you go down to the
2 bottom, please?

3 Q. (BY MS. HANKS) Do you recognize the signature
4 on behalf of The Barclay Group, here it says "Barclay
5 Group, Inc."

6 A. That looks similar to the C.J. signature from
7 the other documents, yes.

8 Q. Okay. And this is a memorandum of
9 understanding dated November 24th, 2009; is that
10 correct?

11 A. That's what it states, yes.

12 Q. Okay. Are you familiar with an entity called
13 First Market Services, Inc.?

14 A. I believe I have heard that name before.

15 Q. Do you remember anything about the entity?

16 A. No, not really.

17 Q. Do you recall a company called the Mayborn
18 Group Limited?

19 A. That name sounds familiar, but I don't have any
20 specific recollection.

21 Q. Okay. You do, of course, recall the 95 million
22 shares acquired in Ganas by Barclay Group, correct?

23 A. Yes.

24 Q. Do you recall what The Barclay Group intended
25 to do with those shares upon acquiring them?

1 A. It was my understanding that it was holding
2 those shares as beneficial or as nominee for additional
3 parties, yes.

4 Q. As nominee for additional parties, meaning not
5 for value of their own?

6 A. Yes. It was holding them in their name, in its
7 name on behalf of other people.

8 Q. And would that be consistent with the receipt
9 of cash directly into Barclay Group accounts for shares
10 that they were selling in November of 2009?

11 A. I have no knowledge of that.

12 Q. Okay. Well, why don't we look at that then?

13 MS. HANKS: If you could pull up KLM
14 Exhibit 96, please.

15 Is there an objection?

16 THE COURT: No. I show none.

17 MS. HANKS: Okay.

18 Q. (BY MS. HANKS) This exhibit that's in front of
19 you right now --

20 MS. HANKS: Thank you. That's perfect
21 actually.

22 Q. (BY MS. HANKS) -- is a ledger transactions for
23 Barclay Group banking, including the months -- including
24 September -- transactions from September, October and
25 November of 2009, that's about the time of the merger

1 agreement; is that correct?

2 A. October and November 2009, yes.

3 Q. Okay. So the acquisition of the Ganas stock
4 was October 26, 2009; is that correct?

5 A. Yes.

6 Q. And the merger agreement was November 5th,
7 2009 -- November 4th, 2009?

8 A. Yes.

9 Q. And it became effective November 5th, 2009, by
10 virtue of the filing of the required documents with
11 Nevada and Delaware?

12 A. Either the 4th or the 5th. We may not have
13 received confirmation until the 5th.

14 Q. Okay.

15 A. I can't remember the -- the effective time
16 would depend on the date stamps on the actual
17 certificates.

18 Q. Okay. So one of the two, at least by the 5th?

19 A. Yes.

20 Q. Okay. So now if you look a little bit further
21 down in these November transactions, I would like to
22 note just a couple of names here. See, we've got Edward
23 Jones there. And it says H-O-W-A, \$50,000 deposit
24 there. And then a little bit further down there's a
25 group of four deposits on November 27th, a \$40,000

1 deposit into Barclay Group's accounts by Kyle Gilbert; a
2 \$20,000 deposit by Keith or Marcy Gilbert, a \$10,000
3 deposit by Michelle Renner, and a \$10,000 deposit by
4 Gene Bacon. These are wire transfers. Is that what it
5 looks like you to?

6 A. It reflects their credits to the account.

7 Q. Okay and I understand this is not your
8 document. I'm going to cross reference to something
9 that you may be more familiar with.

10 MS. HANKS: Now if you could please pull up
11 KLM Exhibit 49. I know the print is a little small, but
12 if you can increase it a little bit and look about
13 two-thirds down the first page. Well, first of all,
14 let's -- just if you can go up to the very top.

15 Q. (BY MS. HANKS) This is a document that was
16 created by Old Monmouth Stock Transfer Company. Are you
17 familiar with Old Monmouth?

18 A. Yes.

19 Q. And you're aware that they were the stock
20 transfer agent at the time -- or at least they were the
21 stock transfer agent for Ganas and for Green Auto after
22 the merger?

23 A. I believe that's correct, yes.

24 Q. Okay. Now, this is the first page of a
25 transaction journal for 2010. And you will see there's

1 a whole series of stock transfers that occur on
2 January 13, 2010.

3 MS. HANKS: If you could zoom out so you
4 can see the numbers.

5 Q. (BY MS. HANKS) Does this look like the initial
6 -- I understand that --

7 MS. HANKS: We need to see the numbers on
8 the right.

9 Q. (BY MS. HANKS) Okay. This is a long
10 transaction so it actually runs over into the next page.
11 And so if you look at Page Number 2, at the very top on
12 the right, on the far right you see this number under
13 the column C-A-N-C, number sign, S-H-S, right?

14 A. I see that.

15 Q. And does that column reflect cancelled shares?
16 If you don't know, that's okay.

17 A. I really don't know. That would be -- that
18 would just be an educated guess on my part.

19 Q. But here you have 91,920,116 shares on one side
20 of the transaction and then the same number on the other
21 side of the transaction; is that correct?

22 A. That's what the document reflects.

23 MS. HANKS: Now if you move up to the page
24 above.

25 Q. (BY MS. HANKS) That transaction is broken down

1 into particular stock certificates; is that right?

2 A. That appears to be the case, yes.

3 Q. Okay. So here on the right, and again, I know
4 it's quite small, but on the right there's a 2 million
5 dollars -- 2 million share stock certificate, number of
6 1080, 10 million share stock certificate, certificate
7 number 1081; does that look right?

8 A. That's what the document reflects, yes.

9 Q. Okay.

10 MS. HANKS: Now if you zoom in a bit -- in,
11 out, whatever, so you can see the -- yeah, I meant the
12 other way.

13 Q. (BY MS. HANKS) Some of the smaller purchases
14 there on the left, underneath -- do you see Mr. Comu's
15 name there?

16 A. I do see that.

17 Q. C.J. Comu right there?

18 A. Yes, I see that.

19 Q. So he's one of the recipients of shares on
20 January 13th?

21 A. That's what it looks like the document says,
22 yes.

23 Q. And then below that you have Sunset Pacific and
24 TKY Trust and Daptco Trust right. So they're receiving
25 part of these shares from -- that are being converted

1 from Ganas to Green Auto, correct, or at least that's
2 what this document reflects?

3 THE WITNESS: Could you zoom out a little
4 bit so I can see the --

5 MS. HANKS: Sure.

6 A. Yes, I believe that's -- that looks to me like
7 what the document reflects.

8 Q. Okay. And do you recognize these, underneath
9 Daptco Trust, do these names ring a bell, Marcy Gilbert
10 Gene Bacon, Kyle Gilbert, Sharon Hyde?

11 A. No.

12 Q. They don't?

13 A. No.

14 MS. HANKS: Could you please go back to KLM
15 Exhibit 96?

16 Q. (BY MS. HANKS) Do they ring a bell now?

17 A. They match names in this document, yes.

18 Q. Correct. So does it appear to you that Barclay
19 Group was selling shares of Ganas in November of 2009
20 before the actual stock certificates were issued or at
21 least receiving money for shares?

22 A. I see there this document reflects that it
23 received money. That's all I can say.

24 Q. Okay. Were you aware that The Barclay Group
25 was marketing investments or financing opportunities in

1 Green Auto in -- at the end of 2009?

2 A. No.

3 MS. HANKS: Can you pull up KLM
4 Exhibit 171? See if you can go down a bit to the email
5 from Mr. Comu.

6 Q. (BY MS. HANKS) Have you ever heard of the name
7 Lawrence Briggs?

8 MR. OLSON: Pardon me just a minute. Is
9 this 121?

10 MS. HANKS: This is 171.

11 MR. OLSON: I'm sorry. Go ahead.

12 Q. (BY MS. HANKS) If you would read there at the
13 top starting with "The Barclay Group, Inc."

14 A. Okay -- oh, would you like me to read it out
15 loud?

16 Q. No, read it to yourself. And then does this
17 email appear to be seeking potential investors or buyers
18 of Green Auto stock?

19 A. By reference of a private placement memorandum
20 for credit investors, it would appear so.

21 Q. Okay. So that's what a private placement
22 memorandum, generally speaking, that's the purpose of
23 it, right?

24 A. The purpose would generally be the company
25 raising capital by the sale of new shares to investors,

1 yes.

2 Q. Okay.

3 MS. HANKS: And if you go up, please.

4 Q. (BY MS. HANKS) The date of this email is
5 November 18th, 2009; is that correct?

6 A. That's what it states.

7 Q. So not long after the merger, Mr. Comu is out
8 in the market looking for purchasers of the stock; is
9 that correct?

10 A. Well, if it was pursuant to a private placement
11 memorandum, I would suspect that it would be looking for
12 purchasers of new stock to be issued by Green Automotive
13 Company Corporation.

14 Q. Okay. And the significance of that?

15 A. Well, it wouldn't be The Barclay Group or any
16 other shareholder selling their existing shares.
17 Typically a private placement memorandum is used by the
18 issuer of the company to bring money into the company by
19 selling additional shares of company stock.

20 Q. And this, and the fact that -- well, let's go
21 back to Exhibit 19, please. Remember the 40 percent
22 equity in the company that was mentioned in your email?

23 A. Yes.

24 Q. Okay. That 40 percent equity in the company
25 would be represented by stock, would it not?

1 A. Yes.

2 Q. So that stock would not be a company issuance,
3 would it, it would be stock held by The Barclay Group to
4 hold, to sell, to transfer, depending on the rules
5 permitting that, as they saw fit; is that correct?

6 A. That would be the 40 -- 40 percent was what the
7 shares held by Barclay, the shares that Barclay Group
8 acquired prior to the merger would represent after the
9 merger, yes.

10 Q. Correct. So approximately 95 million shares?

11 A. Yes.

12 Q. Okay. So those are Barclay Group shares. We
13 are not talking about shares that might issue from the
14 company. We're talking about Green Auto shares held by
15 The Barclay Group as of November of 2009?

16 A. Okay.

17 Q. Okay. And we saw in Exhibit 49 at the
18 beginning at the stock transfer ledger that some of
19 those went to Mr. Comu personally. Some of those went
20 to Sunset Pacific. Some of those went to TKY Trust.
21 Some of those went to Daptco Trust. Do you recognize
22 either of those trusts, by the way, TKY Trust and Daptco
23 Trust?

24 A. No, I'm not familiar with those names.

25 Q. And Daptco Trust here, stock certificate 1091,

1 they received 5 million shares. Doesn't ring a bell?

2 A. No.

3 Q. Okay. And if you actually go up and just look
4 at the amount directly received by The Barclay Group, so
5 January 13th, 2010, actual stock certificates in new
6 Green Auto were issued here. And three of those stock
7 certificates -- at least three of those stock
8 certificates are going directly to The Barclay Group.

9 And if you look on the right, those stock
10 certificates are in a total amount of three stock
11 certificates that equal 14,890,066 shares; is that
12 correct?

13 A. That's what this document reflects.

14 Q. Okay. Now, the reason I walked through this is
15 because these shares here don't reflect 95 million
16 shares, which was The Barclay Group's 40 percent
17 interest in Green Auto; is that correct?

18 A. Are you asking if --

19 Q. Well, there's -- you see the -- these 95
20 million shares, the very shareholders in Ganas are
21 referenced directly above. And I will represent to you
22 that those numbers there, those shareholders are the
23 shareholders who were in one of the stock purchase
24 agreements for Ganas.

25 A. Okay.

1 Q. These are their stock certificates that are
2 being cancelled.

3 A. Right.

4 Q. Okay. Now, what happens after those stock
5 certificates are cancelled is what my question is. The
6 Barclay Group is not receiving 95 million shares, are
7 they?

8 A. Not according to this document.

9 Q. Since you were involved in the drafting of the
10 agreements and you drafted the emails that confirmed
11 Barclay Group would be receiving 40 percent interest and
12 retaining 40 percent in the company, why would they be
13 splitting up their shares like this?

14 A. I don't know the answer to that question.

15 MS. HANKS: Could you pull up the
16 antidilution clause agreement, please?

17 Q. (BY MS. HANKS) Now, the 40 percent interest
18 that we were talking about, is it common in these sorts
19 of mergers to have an antidilution clause?

20 A. I don't know if it's common or not.

21 Q. But you're familiar with them?

22 A. Yes.

23 Q. What is an antidilution clause?

24 A. It's a contractual right to maintain or at
25 least have the opportunity to maintain your stock at a

1 certain level, certain percentage, if additional shares
2 are issued by the company in the future.

3 Q. Okay. And here if you go to section -- where
4 is my antidilution clause -- 1.12 of the merger
5 agreement, which is I believe on Page 3 or 4 of exhibit
6 -- Trustee Exhibit 19. It's the bottom of Page 3,
7 Trustee Exhibit 19, Section 1.12 antidilution rights.
8 Do you recall this provision?

9 A. Yes.

10 Q. Is this consistent with your emails to Mr. Comu
11 before the merger that talked about The Barclay Group
12 retaining 40 percent interest in the surviving company
13 after the merger?

14 A. I believe it is, yes.

15 Q. Now what happens -- how does an antidilution
16 clause work?

17 A. You know, they may be different. I mean it's
18 -- there's many different ways they can be drafted or
19 work. The way --

20 Q. Well, then let me narrow the circumstances so
21 that we're on the same page. If I have 100,000 shares
22 of a company and -- or let's actually since I'm terrible
23 at math, let's do it this way. If I have 40,000 shares
24 in a company and the owners, the other parties to the
25 merger have 60,000 shares, my antidilution clause is

1 40 percent. I have an assurance that at least for a
2 certain period of time I get to keep 40 percent control
3 over the company's equity; is that right?

4 A. In general terms, yes.

5 Q. Okay. So what happens if the company decides
6 to issue more stock to the public, so the company issues
7 another, you know, 50,000 shares or something like that.
8 And again, I'm not asking to do math but --

9 A. It would have to issue additional shares to The
10 Barclay Group so that the total number of shares held by
11 The Barclay Group including the shares issued to the
12 public, including the shares issued to Barclay Group
13 reflect 40 percent of the whole pot.

14 Q. Right. That is exactly my question. So the
15 point is here that there are shares either physically --
16 well, it's not physically received, the Ganas shares
17 were physically received in 2009. But there's also an
18 antidilution clause that gives the promise of additional
19 shares to be issued in the future in the event the
20 company issues more stock to the public; is that right?

21 A. That's correct.

22 Q. Okay. So would you say even if the
23 antidilution provision hadn't produced stock yet, so I
24 still only have my 40,000 shares because nothing's
25 happened yet, it's still a valuable interest, wouldn't

1 you say?

2 A. I mean it's a contractual right.

3 Q. Well, contractual right, but if I'm one of the
4 parties to a merger agreement and the parties are
5 ironing out who gets control, who gets what interest,
6 how long they can get control, an antidilution clause
7 can be a pretty big deal, can't it?

8 A. I'm not sure I understand the question.

9 Q. Well, you are contractually entitled to
10 maintain 40 percent control over a company for a period
11 of time. The only other way you can do that without
12 antidilution clause would be to buy shares on the open
13 market; is that correct?

14 A. Yeah, or get the company to sell new shares to
15 you.

16 Q. Okay. One of those two things. But here they
17 don't have to do anything. They can passively receive
18 shares in the future in the event the company issues new
19 shares to other shareholders; is that right?

20 A. Yeah, I agree. It's an important contractual
21 right.

22 Q. It's an important contractual right that
23 represented at least -- well it represented an equitable
24 interest in any additional shares that were issued in
25 the company in the next -- well, this is a two-year

1 clause, I will tell you that. I will represent that to
2 you. It's in the language -- for the next two years.
3 So that was something that could likely give rise to
4 additional shares in the company over and above the 95
5 million shares already in their possession, right?

6 A. Yes, to the extent the company issued any new
7 shares.

8 Q. Okay.

9 THE COURT: All right. We're going to have
10 to break for lunch. It's 1:00. We're going to break
11 until 2:30.

12 I am going to read the entirety of the
13 Edward Baxter deposition during the lunch break. You
14 all are going to talk about what exhibit numbers we're
15 going to give to all of the depositions that were put at
16 least partially into the record.

17 And then anything else before we break?

18 MR. OLSON: No, Your Honor.

19 THE COURT: All right. Dawn will lock up
20 the courtroom.

21 THE CLERK: All rise.

22 (Break taken.)

23 THE COURT: Be seated. We've got you back,
24 Mr. Elmquist, good.

25 MR. ELMQUIST: Just finished, Your Honor.

1 It was great timing.

2 THE COURT: All right. Please be seated.
3 All right. We are going back on the record in the King
4 Louie Mining, et al versus Comu, et al, Adversary
5 10-3269.

6 Before we broke for lunch we were having
7 witness testimony of Mr. McNeill. We still have him on
8 the stand. I'm required to remind you you're still
9 under oath. And I, during the lunch break, read the
10 entire deposition of Edward Baxter that was taken
11 May 21st, 2013.

12 I know we have at least one housekeeping
13 matter. The actual full deposition transcripts,
14 Mr. Olson, you were wanting in the record, correct?

15 MR. OLSON: Yes, ma'am. And over the lunch
16 hour we marked the oral deposition of Edward Baxter as
17 Trustee's Exhibit Number 92.

18 THE COURT: All right.

19 MR. OLSON: And we marked the deposition of
20 David Parsley as Trustee's Exhibit 93. And we have
21 marked the deposition of Steven Evans as Defendant's
22 Exhibit 7, even though we didn't take the deposition.

23 THE COURT: Okay.

24 MR. OLSON: We would move those at this
25 time.

1 THE COURT: All right. So we had Baxter
2 Trustee 92.

3 MR. OLSON: Yes, ma'am.

4 THE COURT: We had Evans that was going to
5 be Defendant's 7?

6 MR. OLSON: Yes, ma'am.

7 THE COURT: And Trustee 93, that was going
8 to be whom?

9 MR. OLSON: David Parsley.

10 THE COURT: David Parsley. Okay. Well,
11 you may approach, and we will admit those. But we're
12 still missing a couple, right?

13 MR. OLSON: Mr. Elmquist had already put
14 two depositions in as part of his first 91 exhibits, so
15 we think we've got five in the record now.

16 THE COURT: Okay. Well --

17 MR. ELMQUIST: Troster 2004 examination is
18 Trustee's Exhibit 42.

19 THE COURT: Okay. I knew that one was in.
20 But what about Dahl and Brown?

21 MR. ELMQUIST: Brown is --

22 (Inaudible).

23 MR. ELMQUIST: Your Honor, Brown is Trustee
24 Exhibit 60.

25 THE COURT: Okay.

1 MR. ELMQUIST: And those two are the only
2 ones that we had put in our (inaudible) so we don't have
3 Dahl in our --

4 MR. OLSON: I don't believe anybody added
5 any pages and lines in Dahl. It's already in, in its
6 entirety.

7 THE COURT: All right. Well, it just seems
8 like it will be cleaner and easier though if we have
9 every one of them in.

10 MR. OLSON: Yes, ma'am, I agree.

11 THE COURT: So how about we call this
12 Defendant's 8, whether it was your actual deposition or
13 not.

14 MR. OLSON: That's fine with me.

15 THE COURT: All right. I'm going to call
16 Dahl's Defendant's 8 and admit it.

17 MR. OLSON: I can bring to you an exhibit
18 label if you like.

19 THE COURT: Well, that would be nice.
20 Thank you. That way Dawn doesn't have to read my messy
21 handwriting.

22 (Inaudible).

23 THE COURT: You got it?

24 MR. OLSON: Yes, ma'am.

25 THE COURT: You're the first lawyer in

1 months who's had exhibit labels. That's not entirely
2 true but it's just true. Thank you.

3 All right. I think we are good to go now.

4 Ms. Hanks, you may proceed.

5 MS. HANKS: Thank you, Your Honor.

6 DIRECT EXAMINATION (continued)

7 BY MS. HANKS:

8 Q. Mr. McNeill, I'm going to direct you to KLM
9 Exhibit Number 39 -- and I don't think that's the one
10 that I was thinking it was, so we're not going to look
11 at that.

12 Okay. You testified earlier that you --
13 that Block & Garden represented The Barclay Group in the
14 Green Auto merger?

15 A. Correct.

16 Q. And that you continue to represent The Barclay
17 Group?

18 A. Correct.

19 Q. The Barclay Group is still a functioning
20 business?

21 A. To my knowledge, yes.

22 Q. I'm going to ask you about a couple of -- did
23 Block & Garden perform any work on a deal involving T3
24 networks?

25 A. I don't believe so.

1 Q. Paragon GPS?

2 A. That name sounds familiar, but I don't remember
3 if we did any work or not.

4 Q. But you have worked on a deal involving
5 Puration, haven't you?

6 A. Yes.

7 Q. And that's a TBG deal?

8 A. Yes, I believe so.

9 Q. Okay. Would it -- I guess it would surprise
10 you then to learn that Puration is actually listed under
11 a Regus deal publicly?

12 A. No, now that you -- that sounds correct, yes.

13 Q. So you represent both Regus and The Barclay
14 Group?

15 A. Yes, I believe we have engagement letters with
16 both.

17 Q. And your connection with both entities is C.J.
18 Comu?

19 A. Yes.

20 Q. And when did you -- did you start representing
21 Regus in 2010 when it was formed?

22 A. I don't recall exactly. I don't know exactly
23 when.

24 Q. And just clear for the record, we're talking
25 about Regus Advisors, Inc.?

1 A. Yes.

2 Q. But back in 2009 and 2010 you -- Block & Garden
3 was paid by The Barclay Group, wasn't it?

4 A. To my knowledge, yes.

5 Q. Well, that's who you received payment from,
6 isn't it?

7 A. I don't really know. That's handled by our
8 office manager.

9 Q. Okay.

10 MS. HANKS: We're going to look at KLM 89.
11 I don't believe there are any objections to this
12 exhibit, Your Honor.

13 THE COURT: There were not. So it is in
14 the record.

15 Q. (BY MS. HANKS) These are checks from The
16 Barclay Group accounts in 2009 and 2010. You will
17 notice there's quite a few to Phyllis Comu. Do you know
18 who Phyllis Comu is?

19 A. I do not.

20 Q. Phyllis Comu is C.J. Comu's wife.

21 A. Okay.

22 Q. Have you ever conducted any business with
23 Phyllis Comu?

24 A. I don't believe so.

25 Q. Not on behalf of The Barclay Group?

1 A. I don't believe I have ever spoken with her.

2 Q. Okay.

3 MS. HANKS: And if we get to -- there we
4 go.

5 Q. (BY MS. HANKS) Page 18 of KLM Exhibit 89 is a
6 check for \$3,000 made out to Block & Garden on
7 December 9th, 2009, correct?

8 A. I see that, yes.

9 Q. And that is -- that check is for legal fees in
10 connection with the Green Auto deal, isn't it?

11 A. I don't know. It states it's for legal fees.

12 Q. There weren't any other projects you were going
13 with The Barclay Group in December of 2009, were there?

14 A. Not that I recall from that time frame.

15 Q. So that would be a check for services in
16 connection with the Green Auto deal?

17 A. Most likely, yes.

18 Q. And another check for \$3,000 on December 9th,
19 2009, also for legal fees. And there's no reason to
20 believe that has anything to do with anything other than
21 Green Auto?

22 A. I don't have any reason to believe that.

23 Q. And then curiously in the same month, a check
24 to his wife out of the same account. Did you understand
25 this to be his business account or his personal account?

1 A. I have no understanding regarding this account
2 at all.

3 Q. But clearly he's making payments to Block &
4 Garden for Barclay Group legal services the same account
5 he's writing checks to his wife, correct?

6 A. That's what it looks like from this exhibit.

7 Q. And this is in the weeks leading up to his
8 bankruptcy filing, which was on December 31st, 2009?

9 A. I'm sorry. Was that a question?

10 Q. This was in the weeks leading -- he paid Block
11 & Garden \$6,000 in check in the weeks leading up to his
12 bankruptcy filing out of his -- out of The Barclay Group
13 account?

14 A. What was the date of his bankruptcy filing?

15 Q. December 31st, 2009.

16 A. Okay. Yes it looks like checks were paid on
17 The Barclay Group account to Block & Garden in December
18 of 2009.

19 Q. Okay.

20 MS. HANKS: And we're going to KLM
21 Exhibit 96, if I can get there.

22 Q. (BY MS. HANKS) We looked at this earlier,
23 Mr. McNeill. This is a Wells Fargo account transaction
24 ledger and it reflects on October 14th, a \$15,000
25 payment to Block & Garden, correct?

1 A. I see that, yes.

2 Q. And this is the same account we were talking
3 about where payments were made to purchasers of Green
4 Auto stock in November of 2009, correct?

5 A. That's what this sheet reflects.

6 Q. Okay. And we were discussing earlier about the
7 sale of Barclay Group's shares in Green Auto, and isn't
8 it true that Block & Garden, some of Block & Garden's
9 legal fees were paid out of those proceeds actually?

10 A. I'm sorry. Could you repeat the question.

11 Q. Isn't it true that some of Block & Garden's
12 legal service fees were paid out of the proceeds of the
13 sale of stock by The Barclay Group?

14 A. I don't know.

15 Q. Okay. We're going to open KLM Exhibit 43. And
16 as you noted, Block & Garden has represented The Barclay
17 Group since the Green Auto merger, correct?

18 A. Yes.

19 Q. Okay. So here there is an email dated November
20 10th, 2011, which is approximately two years after the
21 Green Auto transaction; is that correct?

22 A. Yes.

23 Q. And the parties to this email include
24 cjcomu@gmail.com, Matt Troster, and it appears to be
25 directions concerning World Wide Auric and TBG. And

1 here in the distribution instructions there's an
2 instruction to wire \$25,000 to Block & Garden out of the
3 proceeds of sales of the TK -- I apologize -- Green Auto
4 stock held by The Barclay Group. Do you see that
5 \$25,000 wire?

6 A. I do.

7 Q. Any reason to believe that Block & Garden
8 didn't receive that payment?

9 A. No. I would have to check with our office
10 records. I don't know if it was received or not.

11 Q. Okay. So two years later, two years after the
12 Green Auto transaction, The Barclay Group is paying its
13 attorneys out of the proceeds of the sale of the stock
14 that it acquired in October of 2009?

15 A. I'm not sure if I understand where the proceeds
16 is coming from.

17 Q. Okay. Well, if -- assume with me that evidence
18 otherwise establishes that the cash that is reflected in
19 this document reflects cash received from the sale of
20 Green Auto stock.

21 A. Okay.

22 Q. So that would be stock that was acquired either
23 by virtue of the Ganas Corp shares that were purchased
24 in October of 2009 or by virtue of the antidilution
25 clause which yielded shares that were subsequently

1 transferred.

2 A. Okay.

3 Q. Any reason to disagree with that?

4 A. If, based on the assumption that the funds
5 reflected on this document are from sales of Green
6 Automotive stock, this looked like it reflects that part
7 of that was directed to be paid to us, yes.

8 Q. Great.

9 MS. HANKS: We're going to go to KLM
10 Exhibit 91. And I do believe there may be an objection
11 to this, Your Honor.

12 THE COURT: There was.

13 MR. OLSON: There's actually a double
14 objection.

15 THE COURT: Double?

16 MR. OLSON: It's mischaracterized. Those
17 are not my handwritten notes.

18 MS. HANKS: Then we can pull the
19 deposition, because I believe the deposition reflects
20 that it's yours.

21 MR. OLSON: I don't care what the
22 deposition reflects. I'm telling you that's not drawn
23 by me. That's C.J. Comu's handwriting. We did that
24 during the course of the deposition, but I am not the
25 one that wrote it, if you will just characterize it --

1 THE COURT: I have never seen this exhibit
2 until right now so I don't know what --

3 MS. HANKS: Of course. Well, I was not at
4 the deposition. My understanding from the deposition
5 transcript was that it was drawn off the record. It's
6 perfectly fine if this -- was this drafted by Mr. Comu?

7 MR. OLSON: Yes, that is his handwriting.

8 MS. HANKS: Okay. Then we do not offer it
9 as drafted by Mr. Olson. We offer it as something
10 that's drafted by Mr. Comu.

11 MR. OLSON: And then the relevancy
12 objection.

13 MS. HANKS: This --

14 THE COURT: All right. You're going to
15 explain what it is?

16 MS. HANKS: Absolutely, Your Honor.

17 THE COURT: Okay.

18 MS. HANKS: This is a sketched out
19 representation of the Green Auto merger and the
20 subsequent transfer of shares. So if -- in the center
21 you will see a box that says Ganas. That's the shell
22 corporation. On -- and then above that you will see 90.
23 That reflects the 90 million. On the right you will see
24 140. That reflects the 60 percent ownership stake of
25 the Go Green shareholders. And to the right the total

1 is 230 million, that was the total share issuance
2 following the merger. On the far left you will see a
3 circle with an arrow headed toward Ganas. That's TBG.
4 That reflects The Barclay Group. And this document was
5 drafted during a break in the deposition to help clarify
6 for Mr. Elmquist the nature of the transaction and we
7 find it to be actually quite illuminating in clarifying
8 how the shares were acquired and where the shares went
9 after the merger.

10 THE COURT: All right. Well, it's very
11 hard for me to read --

12 MS. HANKS: Well, let me see if --

13 THE COURT: -- but I will overrule the
14 relevance objection. And --

15 MS. HANKS: Does that help a little bit?

16 THE COURT: It does.

17 MS. HANKS: A little bit. So if you look
18 at this --

19 THE COURT: Okay. So I have overruled the
20 relevance objection. KLM 91 is admitted.

21 Q. (BY MS. HANKS) So as you've just heard, this
22 is -- these are handwritten notes by Mr. Comu and if you
23 will notice TBG on the left, Ganas in the middle, Green
24 on the right. Or actually I believe it's Go Green.
25 This is just a quick visual representation of this

1 transaction.

2 A. Okay.

3 Q. Okay. And we've already talked about the
4 40 percent, 60 percent that reflects the antidilution
5 clause and the 95 million shares that TBG acquired
6 before the merger and had in their possession after the
7 merger, correct?

8 A. Correct.

9 Q. Okay. Now, on the left, the part that I want
10 to focus on now is not the transaction between Ganas and
11 Green but what happened afterward. So if you look at
12 TBG on the far left, underneath it you will see a series
13 of lines with circles underneath. They almost look like
14 a swinging pendulum.

15 A. I see that.

16 Q. Okay. In 2009, do you recall any conversations
17 with Mr. Comu concerning the division of shares that TBG
18 had acquired by virtue of the merger agreement?

19 A. I do.

20 MS. HANKS: And we are going to go to KLM
21 Exhibit 98. Are there any objections to this one?

22 THE COURT: There were not.

23 Q. (BY MS. HANKS) Can you please take a look at
24 this email and tell me if that is consistent with the
25 recollection that you just said you had concerning a

1 division of the shares that were in TBG's possession?

2 A. Yes. This is consistent with my recollection.

3 Q. All right. In this document, in this email
4 from C.J. Comu to you on November 30th, 2009, which is
5 almost exactly a month before the bankruptcy filing, he
6 says, "we want to set up a Delaware LLC or corporation.
7 The owners would be Mayborn Limited, a UK corporation,
8 one third; First Market Services, Inc., Texas
9 corporation one-third ownership; and The Barclay Group
10 Inc., Texas corp, one-third ownership. Is that
11 consistent with your recollection?

12 A. Yes.

13 Q. And Mr. Comu says, "our thoughts that we would
14 operate similar to an LLC where the members would have
15 their respective ownership and limited liability, we
16 want to place our equity holdings into one facilitator
17 for privacy, protection and control." That's what it
18 says, isn't it?

19 A. That's what it says, yes.

20 Q. So you received this email and this is an email
21 instructing you to help them set up this entity
22 structure either by virtue of an agreement or by virtue
23 of entity; isn't that right?

24 A. It's an agreement proposing something of that
25 structure, yes, along that line.

1 Q. And did you subsequently draft an agreement in
2 accordance with Mr. Comu's request?

3 A. I don't believe we did.

4 Q. Going to go to KLM Exhibit 347 -- that's no
5 good. We're going to try an alternative. This should
6 be -- okay. And this is an email on December 15th from
7 you to C.J. Comu, is it not?

8 A. Yes, it appears to be.

9 Q. And it says Ganas update, G-N-A-S update. That
10 refers to Green Auto, does it not?

11 A. Yes.

12 Q. And the attachments -- there is an attachment
13 that is identified as Green Holdings Joint Venture,
14 dash, general partnership agreement, B & G draft,
15 correct?

16 A. Yes.

17 Q. And B & G reflects Block & Garden, doesn't it?

18 A. That's correct.

19 Q. Okay. On the second sentence, you say, "with
20 respect to the Hong Kong structure," what is Hong Kong
21 structure referring to?

22 A. I really don't recall.

23 Q. You don't remember?

24 A. Huh-uh.

25 Q. Do you remember any Hong Kong parties to this

1 transaction?

2 A. No, I don't.

3 Q. There were no Hong Kong parties to this
4 transaction, were there?

5 A. I don't recall any Hong Kong connections.

6 Q. TBG acquired the shares by virtue of the stock
7 purchase agreements on October 26th, 2009, did they not?

8 A. Correct.

9 Q. And after that, they had a decision to make
10 about what to do with those shares, did they not?

11 A. I guess they did.

12 Q. They had an antidilution clause that guaranteed
13 them 40 percent control over the company. We already
14 established that, didn't we?

15 A. That's correct.

16 Q. Okay. And that 40 percent control was
17 reflected in the 95 million shares; isn't that correct?

18 A. As of the time of the closing of the merger, 95
19 million shares was 40 percent, yes.

20 Q. Okay. But to retain 40 percent unless they
21 actually took shares off the public market, it was only
22 going to increase; isn't that correct?

23 A. If the company issued any new shares, that
24 number of shares would increase, yes.

25 Q. It would either stay the same or it would

1 increase --

2 A. Yes.

3 Q. -- correct? Okay. You say, "but we have
4 worked" -- you're referring to a Hong Kong law firm.
5 And you say, "we have worked with their Cayman Islands
6 office on several occasions." Do you frequently do
7 transactions in the Cayman Islands?

8 A. Not frequently.

9 Q. Do you set up entities in the Cayman Islands?

10 A. We worked with Maples and Calder to do that
11 before.

12 Q. And you are, of course, aware that Cayman
13 Islands is considered a tax haven as well as a place
14 where a lot of entities will put assets to hide them
15 from -- because of their protective laws in the Cayman
16 Islands they're difficult to trace?

17 A. I'm not familiar with that really.

18 Q. You would not be familiar, so you would
19 disagree that -- would you disagree that the Cayman
20 Islands is considered to be a tax haven?

21 A. I really don't have any personal knowledge on
22 that.

23 Q. You don't? So what is the purpose of people
24 setting up transactions in the Cayman Islands?

25 A. The only time we ever did in the Cayman

1 Islands, I don't remember the reason why, but when
2 you -- hedge funds, they'll set up an onshore hedge fund
3 for U.S. investors and they will set up an offshore
4 hedge fund for non-U.S. investors. And Cayman Islands
5 is a jurisdiction that seems to be popular for those
6 offshore hedge funds.

7 Q. And you have no opinion about why the Cayman
8 Islands is popular?

9 A. No. Really the one time we did that I was an
10 associate and I got the instructions to...

11 Q. So just practicing law in the United States,
12 you've never heard of the Cayman Islands being a popular
13 location for hiding assets?

14 A. No.

15 Q. Okay. Attached to -- well, if you go down on
16 the second page, Mr. Comu is touching base with you
17 about a symbol name change with FINRA.

18 A. Yes.

19 Q. So there was a process, correct, after the
20 Ganas merger was effective, the Green Auto merger was
21 effective and it was already a reporting company in
22 terms of the OTC, correct?

23 A. I don't know if it was current at that time,
24 but it had previously been, yes.

25 Q. Okay. But that's the reason for merging an

1 operating entity into a shell corporation like that, you
2 don't have to do a traditional IPO. You have a shell
3 that is already structured to be reporting on the pink
4 sheets, right?

5 A. Yes.

6 Q. Okay. So whether or not it was current, it was
7 that Ganas was a reporting entity?

8 A. It was in that system, yes.

9 Q. And so what they needed to do is they needed to
10 get a symbol, quote, name change, and that was a matter
11 of filing documents with FINRA to get that just
12 effectuated, correct?

13 A. Yes.

14 Q. But that had nothing to do with the
15 effectiveness of the merger, right?

16 A. No.

17 Q. Okay. Merger was effective in November
18 of 2010, it was just a matter of time and red tape to
19 get the name change, correct?

20 A. Fair enough.

21 MR. OLSON: I think she misspoke.

22 MR. ELMQUIST: You said November 2010.

23 Q. (BY MS. HANKS) 2009. I apologize.

24 November 2009 was when it was effective.

25 A. I'm sorry. Could you start the question over?

1 Q. Absolutely. The merger was effective in
2 November of 2009. Regardless of when the name change
3 ultimately effectuated, November 2009 the equity was
4 issued, the shares in Ganas converted to Green Auto
5 shares. And it was just a matter of when the new name
6 change came out getting new stock certificates?

7 A. Yes, I believe that's all correct.

8 Q. And even if I, as a hypothetical Ganas
9 shareholder who did not sell my shares to TBG, one of
10 that very small percentage, if I did not, I could still
11 hold on to my Ganas stock and elect to either opt out as
12 you mentioned earlier or to trade it in for a new stock
13 certificate at some point in the future, could I not?

14 A. Yes.

15 Q. Okay. So it's up to me what to do with my
16 Ganas stock certificate?

17 A. Yes.

18 Q. Okay. And waiting on the FINRA name change and
19 getting the actual symbol, that doesn't prevent you from
20 selling the shares in a private buyer-seller
21 transaction, does it?

22 A. No, I don't think it would.

23 Q. In fact, we know it doesn't prevent it because
24 we saw cash that Barclay Group received from stock
25 purchasers who ultimately did receive stock

1 certificates, didn't we?

2 A. I'm not sure I saw enough evidence to say that
3 was the source of that cash, but...

4 Q. But you would agree that four or five people
5 who purchased -- who received stock certificates in
6 January wired money to Barclay Group on the same date in
7 November?

8 A. That's what the documents reflected, yes.

9 Q. So it seems a pretty reasonable conclusion that
10 that was a stock purchase?

11 A. It does.

12 Q. All right. Attached to this email is the
13 document that is identified in the email itself and it
14 is called a general partnership agreement for Green
15 Holdings Joint Venture. Do you recall this document?

16 A. Yeah. Now that I see it, I do.

17 Q. What was the purpose of this document?

18 A. I believe this was to set up a partnership for
19 The Barclay Group first market and Mayborn to put the
20 Green Automotive stock into.

21 Q. Okay. And the purpose of this agreement, this
22 joint venture was to create a structure, as Mr. Comu
23 said in his email, protection and privacy and control so
24 that they had a means of selling these stocks -- the
25 stock that was in TBG's control through various

1 entities. This is what it does, it splits up The
2 Barclay Group stock and they share in the proceeds in
3 some respect, but they equally share in the control of
4 the stock?

5 A. Yeah, I would have to refresh my memory of the
6 exact terms of this document, but...

7 Q. Well, let's go back to KLM Exhibit 73. We
8 looked at that before lunch. Oh, that's not right.
9 Actually I believe it's the Trustee Exhibit 73. Yeah
10 let's try this one more time. There it is.

11 Do you recall seeing this document earlier?

12 A. I do.

13 Q. Here you have the same parties, Mayborn, First
14 Market Services, The Barclay Group, correct?

15 A. That's what it states, yes.

16 Q. And Block & Garden is identified as a recipient
17 of funds here?

18 A. Yes.

19 Q. For its role in the Green Auto merger, correct?

20 A. For professional service fees, yes.

21 Q. And paragraph two says, "division of stock, the
22 parties agree that the stock of Ganas" -- that's Green
23 Auto, correct?

24 A. Yes.

25 Q. "Once the acquisition of the company is

1 complete shall be divided as follows: 28,550,011
2 restricted shares to each of the parties or to their
3 designated assignees," correct?

4 A. That's what it states, yes.

5 Q. "3,240,016 nonrestricted shares to each of the
6 parties or their designated assignees," correct?

7 A. That's what it states, yes.

8 Q. So the shares, the 95 million, they're getting
9 split out into three tranches, but Paragraph 2C, it says
10 that the parties agree to place all restricted and all
11 free trading into a new corporation for the equal
12 benefit and the equal ownership for all the parties
13 listed?

14 A. Correct.

15 Q. Correct. Okay. So they're dividing the shares
16 among these entities, but it's not changing the interest
17 that TBG has in those shares, is it?

18 A. I don't understand that question.

19 Q. They still have a valuable interest in all 95
20 million shares, don't they?

21 A. As I read this, it looks like the ownership --
22 or at least the beneficial ownership of the shares will
23 be split three ways.

24 Q. Well, Paragraph 2C says the parties agree to
25 place all restricted and all free trading shares -- free

1 trading into a new corporation for the equal benefit and
2 equal ownership for all the parties listed.

3 A. Yes.

4 Q. Okay. So TBG retained equal benefit and equal
5 ownership over the entire 95 million tranche of shares,
6 didn't it?

7 A. That's not how I would read this sentence.

8 Q. You would interpret equal benefit and equal
9 ownership differently?

10 A. Each party would own an equal one-third
11 beneficial interest in the 95 million.

12 Q. Okay. So you're saying that equal benefit and
13 equal ownership means separate benefit and separate
14 ownership?

15 A. No. They would each own the same one-third
16 benefit and one-third ownership.

17 Q. Now, would it -- if C.J. Comu is making
18 instructions and coordinating with First Market Services
19 in Mayborn regarding the distribution of cash and the
20 trading of shares, would that change your view about
21 continued control over those shares?

22 A. I'm sorry. Could you repeat the question?

23 Q. After the shares are divvied up between the
24 three parties, The Barclay Group continues to exercise
25 control and direction over the movant of shares and

1 receives cash for the disposition of those shares, would
2 that not be consistent with an understanding that all 95
3 million shares were still in equal and were still held
4 for the benefit of TBG?

5 A. Not depending on, for example, if the general
6 partnership gave Barclay Group management control to
7 sell those shares for the economic equal, you know,
8 one-third economic interest of each of the three
9 parties. And that wouldn't necessarily contradict my
10 interpretation, but...

11 Q. Well, it's difficult to reconcile your
12 interpretation with the language "the parties agree to
13 place all restricted and all free trading into a new
14 corporation".

15 A. Correct.

16 Q. So there's a single corporation for the equal
17 benefit and equal ownership for all the parties listed?

18 A. Right.

19 Q. And not long after this, you, in fact, prepared
20 a document called Green Holdings Joint Venture, didn't
21 you?

22 A. Yes.

23 Q. And that was for the equal benefit of all three
24 of these parties, wasn't it?

25 A. I believe each party was to own one-third of

1 that entity, yes.

2 Q. Okay. Well, under either interpretation, here
3 you have C.J. Comu executing a document by which 60
4 million shares are being shared in some respect with two
5 entities, one of which is a foreign corporation,
6 correct?

7 A. That's what the document reflects, yes.

8 Q. Now we're going to jump to KLM Exhibit 49. KLM
9 Exhibit 49 is a document we looked at previously. This
10 is the Old Monmouth stock transfer ledger. And the
11 first page reflects the first distribution of those
12 Ganas shares. And here on the left you see those three
13 entities, don't you, The Barclay Group, First Market
14 Services, and Mayborn, don't you?

15 A. I do.

16 Q. Okay. And those three entities are receiving
17 quite substantial distributions and stock certificates,
18 aren't they? And I understand you can't see it yet so
19 I'm going to pull it up for you.

20 Stock certificate 1080 for The Barclay
21 Group, 2 million shares; stock certificate 1081, 10
22 million shares, followed by another stock certificate
23 for 2,890,066, correct?

24 A. I see that.

25 Q. And then First Market Services gets 20 million

1 shares -- actually 22 million shares by the next two
2 stock certificates, and Mayborn gets approximately 20
3 million shares by virtue of the next two stock
4 certificates?

5 A. Looks -- yeah, it reflects another 22 million
6 shares to Mayborn.

7 Q. So that's consistent with this arrangement that
8 you had been asked to assist with. These parties
9 splitting up the 95 million shares acquired by TBG in
10 October of 2009?

11 A. Yes. That's consistent with that arrangement.

12 Q. Now this group also includes a number of other
13 entities that are not mentioned in that MOU, doesn't it?

14 A. Yes, this sheet does reflect names not
15 mentioned in that document.

16 Q. And we talked about a couple of the
17 individuals, and these are the smaller purchases.
18 That's not helpful. I'll just do this. Some of these
19 smaller purchases, Waterman Family Trust, Kay Miller,
20 Sharon Hyde, those match up to cash receipts of TBG in
21 2009, November of 2009, correct?

22 A. I believe they do, yes.

23 Q. Okay. But with regard to a lot of these
24 others, you can assume with me for the purpose of this
25 examination that Sunset Pacific, TKY Trust, Daptco, C.J.

1 Comu, Bernard Brown, Energy Farms, Inc., these other
2 entities, there wasn't necessarily any cash transferred.
3 But my question is if you look at the numbers, the
4 distribution of shares between Mayborn, First Market,
5 and TBG, the distribution of stock to Sunset Pacific,
6 which is 5 million shares, 2.5 million shares to TKY
7 Trust, which is 5 million shares, and to Daptco Trust, 2
8 million shares, those are coming out of The Barclay
9 Group's third of the shares, aren't they?

10 A. I'm not -- I can't tell from this where
11 they're --

12 Q. Okay. You see that --

13 A. -- coming from.

14 Q. You see that Mayborn at the very bottom has 20
15 million shares.

16 A. I do.

17 Q. And then up at the top there's another 20
18 million shares there, right?

19 A. Looks like another 22.

20 Q. Another 22. And then First Market Services has
21 22 million --

22 A. I see that.

23 Q. -- correct? And The Barclay Group only has 14
24 million -- 15 million approximately?

25 A. Correct.

1 Q. Okay. So the other portion, The Barclay
2 Group's bucket of stock are being distributed elsewhere,
3 aren't they?

4 A. There are --

5 Q. Assuming that MOU is how the stock is being
6 distributed, something else is happening to that stock?

7 A. If the stock was to be distributed one-third,
8 one-third, one-third, this sheet does not reflect that.

9 Q. Okay. If it was to be distributed one-third,
10 one-third, one-third, then Barclay Group is choosing to
11 send some of its stocks elsewhere, correct?

12 A. I don't know the answer to that question.

13 Q. Okay. If the stock -- if the 95 million shares
14 was split equally, one-third, one-third, one-third, and
15 each one of those parties gets to decide where the stock
16 certificates are issued, then something happened to the
17 additional TBG shares on January 13th, 2010, didn't it?

18 A. This sheet reflects that some of it went
19 elsewhere.

20 Q. Okay.

21 MS. HANKS: So now we're going to go to KLM
22 Exhibit 315. And I don't know if there's an exhibit to
23 -- an objection to this, Your Honor.

24 THE COURT: Which one?

25 MS. HANKS: 315.

1 (Inaudible).

2 MS. HANKS: It's admitted. Okay.

3 THE COURT: Yes.

4 Q. (BY MS. HANKS) This is an email from C.J. Comu
5 to Dave Welch and Gary Zen. You have mentioned that you
6 recognize Dave Welch?

7 A. I recognize the name.

8 Q. Do you recognize Gary Zen?

9 A. I don't believe so.

10 Q. Well, I will tell you that the documents
11 reflect that Dave Welch is associated with First Market
12 Services and Gary Zen is associated with Mayborn. And
13 in this document he is telling them that he is going to
14 be -- he is attaching documents in transit to Dallas
15 today. So we're going to look at this attachment, which
16 discusses Ganas shares.

17 And by -- just as a quick aside, do you see
18 this here, C.J. Comu managing partner, The Barclay
19 Group, Inc.?

20 A. Yes.

21 Q. And then below that you see, "C.J. Comu, A
22 Venture Capital, LLC, managing partner"?

23 A. I see that.

24 Q. Are you familiar with that position of
25 Mr. Comu's?

1 A. No, I'm not familiar with that company.

2 Q. So you haven't worked with that company?

3 A. I don't believe so, no.

4 Q. Just attached as a transaction journal, within
5 -- and attached to that are -- well, first we have a
6 stock power -- irrevocable stock power. And this is one
7 of a number attached to this document. This reflects
8 450,400 shares of Ganas stock, represented by
9 certificate 1077, right?

10 A. That's what it states, yes.

11 Q. And it's made out to Barclay Group, Inc., is it
12 not?

13 A. Yes.

14 Q. And this basically in -- I believe the language
15 says, sell, assign, transfer to, correct, so this is --
16 by virtue of this document (inaudible) interest in this
17 stock has been assigned over to Barclay Group, right?

18 A. That's correct.

19 Q. And that makes sense because Barclay Group
20 purchased the shares by virtue of the stock purchase
21 agreement in October of 2009, didn't they?

22 A. That's correct.

23 Q. Okay. So these are the stock -- this is the
24 stock power that's in Barclay Group's hands. And we'll
25 go down and we actually have I believe the stock

1 certificates that are hiding. Here we go. I'm going to
2 try to get to the same one. Okay. So that stock power
3 that we just looked at 450,400 shares, correct?

4 A. Yes.

5 Q. So this is the stock that it was referencing --

6 A. Yes, certificate --

7 Q. -- correct?

8 A. -- 1077.

9 Q. So this is the stock that was assigned over to
10 The Barclay Group in October of 2009?

11 A. Yes.

12 Q. Okay. And same thing, this 85,199,000 shares,
13 assuming there's a stock power attached to this in the
14 same document, same thing?

15 A. Yes.

16 Q. That was assigned over to The Barclay Group as
17 of the date of the stock power, correct?

18 A. Yes, if that assumption is correct.

19 Q. Now, if you look up, there's a letter attached
20 here on The Barclay Group, Inc. letterhead. Have you
21 ever heard the name Matt Troster before?

22 A. I may have. I recognize Old Monmouth.

23 Q. So Matt Troster is one of the people at Old
24 Monmouth who handled Green Auto stock transfer. And
25 right here C.J. Comu is summarizing the stock

1 certificates that TBG received by virtue of the October
2 stock purchase agreements, isn't it?

3 A. Yes.

4 Q. And here you have 750,000, 500,000,
5 3.9 million, and then at the bottom 85,199,066 (sic)
6 restricted shares?

7 A. 666, yes.

8 Q. 666 restricted shares. Okay. So this is what
9 the Barclays got to contend with, and again, this is a
10 letter by C.J. Comu. And the following page -- actually
11 let's go back up -- at the bottom of the page at the
12 bottom right, it references 57835 underscore 24. That's
13 Page 24 of that document, of KLM Exhibit 315.

14 A. Okay.

15 Q. At the bottom it says, he's telling Matt
16 Troster, "please find attached list" -- I'm not sure
17 what that is -- well, not quite sure what the first part
18 says, but "kindly return all new" -- in bold caps --
19 "certificates in the FedEx envelope with a prepaid air
20 bill." Okay. So by virtue of that, he's asking Old
21 Monmouth to cancel the Ganas stock certificates, issue
22 new Green Auto stock certificates in the new company's
23 name, correct?

24 A. That's what this appears to request, yes.

25 Q. And send the stock certificates to C.J.?

1 A. Well, send it to that air bill completed.

2 Q. Okay. Let's look at that. Here we have an air
3 bill, up here. There we go. Matt Troster to C.J. Comu.

4 A. That's what it states, yes.

5 Q. Okay. So the new Green Auto certificates are
6 coming back to C.J. Comu. And well, note the date of
7 this letter is January 5th, 2010. That's five or six
8 days after Mr. Comu declared bankruptcy. Okay. And in
9 these instructions you will see the same names that we
10 were just talking about with regard to KLM Exhibit 49
11 which is the Old Monmouth stock transfer ledger. And
12 you see The Barclay Group, correct?

13 A. I do see that, yes.

14 Q. And you see Mayborn Limited and First Market
15 Services?

16 A. I do.

17 Q. And you see number of shares here. There's an
18 instruction right there, correct?

19 A. Yes.

20 Q. And that's specific to free trading shares,
21 right?

22 A. That's what it states.

23 Q. But there's also restricted stock, right?

24 A. Yes.

25 Q. And, in fact, down here we've got The Barclay

1 Group discussing 10 million restricted shares that they
2 would like to have issued into a new stock certificate
3 in TBG's name, correct?

4 A. That's what it states, yes.

5 Q. Okay. 300,000 of those are to be issued in
6 C.J. Comu's name personally, correct?

7 A. That's what it states.

8 Q. And it's C.J. Comu giving this instruction?

9 A. That's correct, yes.

10 Q. And we already established that waiting on a
11 FINRA symbol is just a matter of logistics. I have the
12 stock. I can sell it in a private transaction. I can
13 do it whenever I want. It's just matter of when I
14 decide to request the stock certificate.

15 A. Generally, yes.

16 Q. Okay. We have Sunset Pacific.

17 A. I see that.

18 Q. TKY Trust, another First Market Services. Now
19 Mayborn Limited is in the British Virgin Islands. Have
20 you done work in the British Virgin Islands?

21 A. I have not.

22 Q. And would that be a popular offshore location
23 for businesses to operate?

24 A. I really don't know. That's not a part of my
25 practice.

1 Q. Not a part of your practice. Okay. So
2 basically what we know now is that the instructions, the
3 stock certificate transfers that are reflected in the
4 Old Monmouth stock transfer ledger on January 13th were
5 affected in accordance with instructions given by C.J.
6 Comu personally by virtue of this letter on January 5th.
7 And they're split, at least in some respects, according
8 to that memorandum of understanding and the email
9 correspondence with you where he indicates he wants to
10 put these into some sort of structure for the division
11 movement of the stock, correct?

12 A. Yes, that sounds like a fair summary.

13 Q. Okay. Now, TBG's role in the Green Auto merger
14 wasn't its only role when it came to Green Auto, was it?

15 A. I don't understand the question.

16 Q. Well, after the merger, they continued
17 performing services for Green Auto, didn't they?

18 A. I don't know.

19 Q. Okay.

20 MS. HANKS: Let's look at KLM Exhibit 253.
21 Is there an objection to this one?

22 THE COURT: Which one?

23 MS. HANKS: 253.

24 THE COURT: 253. It's admitted.

25 MS. HANKS: Okay.

1 Q. (BY MS. HANKS) Do you see this right here?

2 A. I do see that.

3 Q. This is an email from C.J. Comu to someone
4 named Robert Feeback at Summit Tags -- I'm not quite
5 sure what it is. But he says, "for the record, The
6 Barclay Group, Inc. owns 99.63 of the public shell that
7 owns 100 percent of Go Green Auto and has an exclusive
8 one-year investment advisory agreement."

9 A. I see that.

10 Q. Okay. So their role was more than just being
11 a, quote, unquote, nominee or assisting with the reverse
12 merger; they were actively involved in providing
13 investment banking advisory services for Green Auto?

14 A. That's what this reflects.

15 Q. Okay. And were you involved in facilitating
16 those services at all in providing legal services to
17 TBG?

18 A. I don't believe so, no.

19 Q. Okay. And then KLM 28. KLM 28 is, in fact, an
20 advisory agreement between Green Automotive Company
21 Corporation and The Barclay Group, isn't it?

22 A. That's what it states, yes.

23 Q. Okay. And by virtue of this agreement, it
24 looks like TBG is going to continue assisting Green Auto
25 and is going to be getting monthly fees for it, aren't

1 they?

2 A. That appears to be what this states, yes.

3 Q. And again, the only person you dealt with over
4 at TBG was C.J. Comu, wasn't it?

5 A. And Saul Albom.

6 Q. Saul Albom. Okay. Was he -- and he was
7 involved in the Green Auto transaction as well, wasn't
8 he?

9 A. Yes.

10 Q. He was elected as one of the directors along
11 with C.J. Comu, wasn't he?

12 A. That's correct.

13 Q. And Saul Albom is actually one of the
14 individuals -- he's the only other individual from TBG
15 who executed a document that elected Comu into his
16 position as president and director of Ganas?

17 A. He executed the board consent as a director of
18 Ganas that appointed the officers, yes.

19 Q. Okay. And that would have included appointing
20 C.J. Comu as president of Ganas, correct?

21 A. It did, yes.

22 Q. And that was in October of 2009, just barely
23 over two months before he filed for bankruptcy; isn't
24 that correct?

25 A. I believe that was the date, yes.

1 Q. Okay. And it's fair to say that Mr. Comu's
2 role in that Green Auto merger was a significant
3 business transaction, wasn't it? It was a significant
4 role for a business person to play?

5 A. I guess so, yeah.

6 Q. Okay. If you're an independent consultant, you
7 have your own consulting business; you conduct your
8 reverse merger; you take over the shell as the president
9 and director; you execute all the documents; your entity
10 takes over 95 million shares; that's a pretty big
11 transaction, isn't it?

12 A. Depending on the value of the shares, yes.

13 Q. And you would expect that value to be reflected
14 in the individual both running the company and taking
15 the lead role in the deal, wouldn't you?

16 A. I don't understand that question.

17 Q. Do you think it's fair to assume that Mr. Comu
18 received no compensation for his role?

19 A. So you're asking me to make an assumption?

20 Q. Well, let me ask it a different way.

21 A. Okay.

22 Q. The 95 million shares that TBG acquired, those
23 were shares that Mr. Comu enjoyed substantial value in,
24 didn't he? Barclay Group was his company. He ran it.
25 He ran this deal. He put it together. He executed the

1 documents. He received the shares. He issued the
2 shares. He decided where they went. Assuming that
3 those shares were sold for cash, that would be a pretty
4 nice deal, wouldn't it?

5 A. Yes. Assuming Mr. Comu was the recipient of
6 that cash.

7 Q. Okay. Couple of other questions. Going to go
8 to KLM 212, please. Well, I say "please", I'm doing it.
9 You're welcome.

10 MS. HANKS: There's -- is there an
11 objection to this one.

12 THE COURT: There is not.

13 MS. HANKS: There is not. Okay.

14 Q. (BY MS. HANKS) Now, in March of 2010 Block &
15 Garden was asked to draft a recommendation letter for
16 Mr. Comu, weren't they -- weren't you?

17 A. I see this email and I do vaguely remember
18 receiving it, yes.

19 Q. Okay. And this was -- you mentioned that you
20 have done some work in the Cayman Islands, correct?

21 A. We worked with a Cayman Islands firm on one or
22 two occasions, yes.

23 Q. Okay. And you said that you hadn't really done
24 much work in the British Virgin Islands though?

25 A. I don't believe so, no.

1 Q. Okay. But this letter reflects a
2 recommendation from Stephen Block -- you were CC'd on
3 the email -- giving a recommendation for Mr. Comu
4 concerning an entity called New Haven Corporate
5 Services, BVI, right?

6 A. That's what this document is requesting that it
7 reflects, yes.

8 Q. And this document was created at Mr. Comu's
9 request, wasn't it?

10 A. I don't know. This document was received by us
11 originally from Mr. Comu.

12 Q. Well, by receiving that document from Mr. Comu,
13 did you assume that he was asking for your signature to
14 the letter recommending him?

15 A. Yes.

16 Q. Okay. So it is fair to say that it was
17 prepared -- that this was his request to you?

18 A. Yes.

19 Q. Okay. And again, it relates to this BVI,
20 right?

21 A. Yes. That's to whom the letter is addressed.

22 Q. Okay. So then we're going to go to KLM 213.
23 Now, this is an email dated March 30th around the same
24 time for Mr. Comu to a woman named Charlotte Jacob. And
25 it references an entity called West Gate Management

1 Limited. But in the email string you see below that
2 Charlotte Jacob's email address is New Haven Group,
3 right?

4 A. I'm sorry. Where do you see that? Okay, I see
5 it. Yes.

6 Q. You see it, "newhavengroup.com"?

7 A. Yes, I see that.

8 Q. Okay. And we're going to go a little bit
9 further down. I apologize. I want to make sure I get
10 the correct -- and just for a little bit of context,
11 this is a couple of months after Mr. Comu declared
12 bankruptcy, and it was before his discharge.

13 A. Okay.

14 Q. So on March 12th a couple weeks prior, he gets
15 an email from Charlotte Jacob -- a CC to Charlotte
16 Jacob, but he receives the email from a gentleman named
17 Ruben Anstock. And it says "West Gate Management
18 Limited. Dear C.J., I was pleased to meet you earlier
19 today. I have this afternoon incorporated a BVI company
20 under the above name for you".

21 A. I see that.

22 Q. Okay. And they are in the process of setting
23 up this entity and in that process Charlotte Jacob sends
24 an email on March 15th that says, "Dear C.J., I have the
25 email correspondence between you and Ruben. I attach a

1 due diligence booklet which you will need to complete,
2 sign and date, and the original must be returned to me
3 with the following." And the first one is originals of
4 -- they need a reference from an attorney or accountant
5 per the attached specimen and a personal bank reference,
6 correct?

7 A. Yes, that's what it states.

8 Q. And he reached out to Block & Garden for that
9 reference, didn't he?

10 A. Yes -- if the timeline is correct, yes, it
11 looks like he did.

12 Q. It's on the same day.

13 A. Okay.

14 Q. And it's -- the letter that he has drafted for
15 your signature is to the New Haven folks.

16 A. Okay.

17 Q. Okay.

18 A. I don't see that.

19 Q. So he's setting up a new entity in BVI, and he
20 needs a reference from someone here in the United States
21 who knows his business who's worked with them, and who
22 better than Block & Garden who just completed a big
23 reverse merger in which TBG acquired 95 million shares
24 to recommend him as a successful business person, right?

25 A. I don't know if that was the recommendation

1 requested.

2 Q. Well, you certainly didn't say that he was not
3 a successful business person, did you?

4 A. I don't recall if we actually gave a
5 recommendation or not.

6 Q. Okay.

7 A. That probably would have been handled by
8 Mr. Block.

9 Q. Okay. So Mr. Block may have given one?

10 A. He may have.

11 Q. Okay. Well, let's look at this then. C.J.
12 sends an email, "Dear Team New Haven, please find
13 attached following that will be sent via Federal Express
14 tomorrow, C.J. Comu professional bio, passport, bank
15 reference, CPA reference letter." And you may be
16 correct, perhaps Stephen Block didn't, because it looks
17 like there's a CPA reference letter. Is there any
18 reason why Mr. Block would not have signed a
19 recommendation letter when requested by Mr. Comu?

20 A. I couldn't answer that.

21 Q. Okay. So not to your knowledge?

22 A. Not to my knowledge, no.

23 Q. Okay. And we are going to go to KLM
24 Exhibit 204. But clearly with or without Mr. Block's
25 recommendation, he's proceeding with setting up a new

1 entity in BVI, right?

2 A. That's what it looks like from these documents.

3 Q. And here above we have some email
4 correspondence with the same Charlotte Jacob, correct?

5 A. Yes, that's what it states.

6 Q. August 17th, 2010. Have you ever heard of an
7 entity called Continental Partnership, Inc.?

8 A. I don't believe so.

9 Q. Would it surprise you to know that Continental
10 Partnership, Inc. is the entity that owns Mr. Comu's
11 house?

12 A. I don't have any information regarding that
13 company at all.

14 Q. Okay. So you have never done any business with
15 them and he's never mentioned that entity to you?

16 A. No.

17 Q. But here we have a certificate of incorporation
18 for Continental Partnership, Inc. in the British Virgin
19 Islands, right?

20 A. I see that, yes.

21 Q. And this was -- this is the entity that with --
22 through New Haven Group that he was requesting a
23 recommendation from Block & Garden for, wasn't he?

24 A. I don't know.

25 Q. Okay. Do you have any reason to believe it

1 wasn't --

2 A. No.

3 Q. -- given the fact that we're talking about the
4 same individuals and a BVI entity?

5 A. No. Only that the previous documents had the
6 name West Gate on it, so...

7 Q. It did. That is correct. And there is
8 correspondence that reflects that that name was
9 unavailable, so they found another one.

10 A. Okay.

11 Q. But here we have -- do you know what a nominee
12 service is, by the way?

13 A. In general terms, yes.

14 Q. Okay. General terms, what is a nominee
15 service?

16 A. A nominee service is you can hire someone to
17 act in various capacities as your nominee, kind of as
18 your proxy.

19 Q. Okay. And so if somebody is acting in your
20 proxy, their name shows up on the corporate documents,
21 not yours, right?

22 A. That -- typically, yes.

23 Q. And there's benefits to that, correct?

24 A. I guess so, yeah.

25 Q. Not the least of which is that your creditors

1 don't know that the asset is in your name, do they?

2 A. Typically not.

3 Q. This is, of course, a long document, and I'm
4 trying to find the -- all right. So we've got the
5 certificate of incorporation. We've got the date. We
6 know that Mr. Comu requested a recommendation from Block
7 & Garden, his attorneys, TBG's attorneys with regard to
8 Green Auto to recommend him as someone who was an
9 upstanding business person so that he could set up this
10 account. And here he conveys this information to
11 Ms. Jacobs. They actually ask for additional
12 information, utility bills, things of that nature.

13 And I'm not sure the nature of the
14 correspondence. But this email is C.J. receiving the
15 certificate of incorporation (inaudible) of CPI. And I
16 think I skipped over it. Oh, here we go.

17 August 17th, 2010, "Charlotte, thank you
18 for your mail. I will gather and deliver the docs you
19 requested. The account will primarily be U.S. dollars.
20 If I wanted to operate this account personally if this
21 is acceptable, may I get a copy of incorporation docs?
22 Thank you".

23 A. That's what it says, yes.

24 Q. And in response she needs the incorporation
25 docs, doesn't she?

1 A. It appears so, yes.

2 Q. Okay. So basically what we have is just a few
3 months after bankruptcy Mr. Comu has set up a BVI
4 entity. He has asked his lawyers for a recommendation
5 so that he can do so. And he has instructed New Haven
6 that he wants to operate the bank account in U.S.
7 dollars personally, doesn't it?

8 A. That appears to be what that email stated, yes.

9 Q. Okay. One more. KLM Exhibit 211. Now again,
10 you mentioned something about -- you were describing
11 nominee services, correct?

12 A. Yes.

13 Q. And so if this woman here Anne Boureau
14 B-O-U-R-E-A-U, if she were acting as a nominee on behalf
15 of Mr. Comu, then her name would appear on certain
16 corporate documents, wouldn't it?

17 A. Well, it depends on the form of the agreement.
18 And I know that for some -- some of these companies set
19 up in, you know, the Caribbean, oftentimes they require
20 that like a director or an officer be a local resident,
21 so that is the purpose of some of these types of
22 agreements.

23 Q. Okay. Would that person be evident on the
24 corporate documents?

25 A. I don't know exactly where the names might

1 appear in public filings and various jurisdictions.

2 Q. Are you aware that in 1986 Mr. Comu was the
3 subject of a permanent SEC injunction?

4 MR. OLSON: Objection, Your Honor. It's
5 just not relevant.

6 MS. HANKS: It's already been asked as part
7 of testimony that's come into the record, Your Honor.

8 THE COURT: Overrule the objection.

9 A. I'm sorry. Could you repeat the question?

10 Q. (BY MS. HANKS) Are you aware that in 1986
11 Mr. Comu was the subject of a permanent injunction
12 issued by the SEC against trading unregistered shares?

13 A. No, I don't believe I'm aware of that.

14 Q. This is the first you have heard of it?

15 A. I believe so, yes.

16 Q. And would that affect -- do you think that
17 would affect Mr. Block's willingness to recommend
18 Mr. Comu as to issue a recommendation for Mr. Comu
19 setting up an entity in the Caribbean when asked if he
20 was subject to an SEC injunction?

21 MR. OLSON: Objection. Calls for
22 speculation.

23 THE COURT: Sustained.

24 Q. (BY MS. HANKS) Would it affect your
25 willingness to give him a recommendation?

1 A. Depends on the context of the recommendation
2 request.

3 Q. Well, this context. He sent an email attaching
4 a letter to you and Steve Block, didn't he?

5 A. He did.

6 Q. And that letter asked for the recommendation of
7 Block & Garden, didn't it?

8 A. I believe it did, yes.

9 Q. So he was also asking you if you would be
10 willing to recommend him, wasn't he?

11 A. I was copied on the email.

12 Q. Okay. And you didn't, did you?

13 A. I don't believe I did.

14 MS. HANKS: Your Honor, I think that's all
15 the questions we have.

16 Thank you, Mr. McNeill.

17 THE WITNESS: You're welcome.

18 THE COURT: Okay. Pass the witness.

19 Mr. Elmquist.

20 CROSS EXAMINATION

21 BY MR. ELMQUIST:

22 Q. Good afternoon, Mr. Block (sic). I'm David
23 Elmquist, I think -- Mr. Block -- Mr. McNeill. I think
24 we met briefly at -- no, that was -- never mind. That
25 was Mr. Block we met with.

1 All right. Block & Garden has represented
2 The Barclay Group over an extended period; was that your
3 testimony?

4 A. Yes, since at least 2009.

5 Q. And I think you indicated it continues to
6 represent Barclay Group?

7 A. I don't think we're presently doing anything
8 for them, but yes, we do stuff from time to time.

9 Q. Do you know who the engagement partner is for
10 that relationship?

11 A. Mr. Block.

12 Q. And has Mr. Block been involved in providing
13 legal services to The Barclay Group?

14 A. Yes.

15 Q. So who all at Block & Garden, as far as working
16 attorneys, has been involved in that representation?

17 A. Myself, Mr. Block, and perhaps at some point
18 one of the way -- along the way, one of our prior
19 associates who is no longer with us.

20 Q. Okay. Describe for me in general the types of
21 legal services you provided to The Barclay Group?

22 A. We assisted with this transaction.

23 Q. This transaction being the Go Green
24 transaction?

25 A. The Go Green transaction, yes.

1 Q. Okay.

2 A. I believe we did some research regarding the
3 ability to trade restricted shares under Rule 144, SEC
4 Rule 144. And we represented The Barclay Group in a --
5 in some litigation in Salt Lake City, Utah with respect
6 to transfer of some of this stock.

7 Q. Okay. Let's talk about the legal services you
8 performed in connection with trading restricted shares.
9 Do you recall about when that work was done?

10 A. 2010 or '11, probably.

11 Q. There's been a lot of discussion and documents
12 introduced referring to restricted and unrestricted
13 shares. Can you describe for the Court generally what
14 the difference is between restricted and unrestricted
15 shares in this context?

16 A. Yes. Generally if shares were originally
17 issued by the issuer, the company, in this case Ganas
18 Corp, not in a public -- not in a publicly registered
19 offer. So rather than doing a registration statement
20 with the SEC and registering the shares for sale to the
21 public if they did private placement and privately
22 issued shares to an investor, those are called
23 restricted shares because they were not issued in a
24 public offering.

25 And there are certain restrictions under --

1 well, let me say it differently. SEC Rule 144 creates a
2 safe harbor rule that if you -- if a holder of
3 restricted stock sells restricted -- the restricted
4 stock in accordance with the Rule 144 safe harbor, he or
5 she or it will not be deemed an underwriter for purposes
6 of the SEC statutes and regulations.

7 So, you know, restricted shares are shares
8 that, hence the name, have certain limitations on the
9 manner or the volume in which they can be sold.

10 Q. Can restricted shares be sold privately between
11 one individual and another?

12 A. Yes.

13 Q. So there are no SEC rules or regulations that
14 would preclude, say, The Barclay Group or Mr. Comu if he
15 owned shares of stock from selling restricted shares to
16 his wife, for instance?

17 A. No, I don't believe so.

18 Q. There's reference in the documents to
19 free-trading shares and unrestricted shares. Are those
20 terms synonymous?

21 A. I think so. I mean those are just shares that
22 you could put in your brokerage account and let your
23 broker trade on the public market.

24 Q. Based upon what you were describing in terms of
25 what services Block & Garden has performed I take it

1 that Block & Garden was not involved in any of the
2 transactions which gave rise to The Barclay Group's sale
3 or transfer of stocks to third parties?

4 A. No.

5 Q. Do you recall being contacted by Mr. Comu
6 seeking legal advice with respect to any such
7 transactions?

8 A. No, not specifically. I mean we were contacted
9 about Rule 144 in general, but...

10 Q. Right. Yeah, let's go back to that. Did you
11 issue some form of opinion letter or some advice
12 generally with respect to selling restricted shares
13 pursuant to Rule 144?

14 A. Not an opinion letter. I think we drafted a
15 memorandum.

16 Q. Okay. And do you recall in what context that
17 was prepared? Was it prepared in connection with the
18 sale of the Green Auto restricted shares?

19 A. I believe it was, yes.

20 Q. In discussing your involvement with The Barclay
21 Group, you mentioned that in addition to dealing with
22 Mr. Comu you dealt with a Mr. Album A-L-B-U-M, I think
23 it is?

24 A. Yes.

25 Q. And he was initially one of the directors of

1 The Barclay Group; is that correct?

2 A. No. He was one of the directors of Ganas Corp.

3 Q. Oh, Ganas Corp. Thank you. Okay. So let me
4 be clear on this. You dealt with Mr. Album as an
5 officer or director of The Barclay Group?

6 A. I understood him to be an employee or --

7 Q. So you don't know what his capacity was?

8 A. No, I don't know what formally his capacity was
9 with The Barclay Group.

10 Q. Do you know -- did you deal -- you understand
11 generally what is meant by corporate compliance issues?

12 A. In what context?

13 Q. Well, corporation complying with the laws in
14 terms of reporting requirements, holding board or
15 shareholder meetings, are you generally familiar with
16 what the law requires in that respect?

17 A. Yes.

18 Q. Did Block & Garden provide any kind of legal
19 advice for services relating to corporate compliance
20 issues with The Barclay Group?

21 A. Not that immediately comes to mind, no.

22 Q. Were there services performed by Mr. Block for
23 The Barclay Group that you would not have been privy to?

24 A. Perhaps.

25 Q. Who sent out the billing invoices for Block &

1 Garden with respect to The Barclay Group?

2 A. Our office manager Fawn Gomez.

3 Q. Did some attorney review those before they were
4 sent out?

5 A. Yes, the billing partner would.

6 Q. Were you the billing partner?

7 A. No. Mr. Block's the billing partner for The
8 Barclay Group.

9 Q. Were you asked to review the bills before they
10 were sent out?

11 A. Only if there was a question. Only if
12 Mr. Block had a question regarding one of my time
13 entries.

14 Q. Okay. I want to talk to you about Trustee's
15 Exhibit 73. That's back up on the screen there,
16 Mr. McNeill. If you'd go back and take a look at
17 Paragraph 1A.

18 A. Yes.

19 Q. And it says the parties acknowledge that party
20 A, which is the Mayborn Group, you see that -- the
21 reference to party A is defined in --

22 A. Yes, I see that.

23 Q. Okay. So the parties acknowledge that party A
24 has paid the following sums for the purchase of Ganas
25 and says 120,000 USD, I take that to be U.S. dollars, do

1 you agree, USD would be U.S. dollars?

2 A. I would assume so, yes.

3 Q. To Block & Garden, LLP, for the purchase of
4 Gnas -- I think that's supposed to be Ganas and legal
5 filing fees. That indicates to me that the Mayborn
6 Group was paying legal fees that Block & Garden had
7 billed to The Barclay Group for the work it had done for
8 The Barclay Group. Is that your reading of it?

9 A. That's my reading of this, yes.

10 Q. Do you know whether in fact the Mayborn Group
11 paid legal fees in connection with the services you
12 performed for The Barclay Group?

13 A. I don't know for a fact, but I would be very
14 surprised if we received any payment from the Mayborn
15 Group.

16 Q. Did you indicate that the memorandum of
17 understanding that's reflected here was not implemented
18 or do you know one way or another?

19 A. I don't -- my recollection is that the
20 formation of the company, the joint venture document
21 that I sent out, prepared and sent out in December 2009,
22 my recollection that that was -- that was never
23 effectuated.

24 Q. Never effectuated. Okay.

25 A. To my knowledge.

1 Q. I would like to ask you about Trustee's
2 Exhibit 61.

3 MR. ELMQUIST: Thanks. Will you blow that
4 up?

5 Q. (BY MR. ELMQUIST) Okay. Are you familiar with
6 Exhibit 61, or stating it another way, is this an
7 agreement you drafted?

8 A. No, I don't believe so.

9 Q. Have you ever seen it before?

10 A. I don't believe so.

11 Q. Okay. If you would take a moment to read the
12 first paragraph of this document to yourself and let me
13 know when you're done.

14 A. I have read that first paragraph.

15 Q. Well, first of all, I will represent to you
16 that this agreement supposedly involves the exchange of
17 all of the outstanding common stock of The Barclay Group
18 in exchange for 99 percent of ownership of a -- of what
19 was supposed to be a UK formed entity called Brown and
20 Lampe. Okay?

21 A. Okay.

22 Q. In the first paragraph it states that the
23 person's executing this agreement referred to
24 collectively as shareholders, do you see that?

25 A. I see that.

1 Q. Who own at least 80 percent of the outstanding
2 shares of TBG. Let me first of all ask you, based upon
3 your knowledge of corporate transactions and mergers, if
4 there was to be 100 percent exchange of all of the
5 issued stock of The Barclay Group in exchange for
6 99 percent of this UK company, would that typically
7 require the approval of all shareholders of Barclay
8 Group?

9 A. If it was a voluntary exchanges or tender
10 offer, yes.

11 Q. Could you take -- I want you to look at the
12 last page of this document. You will see the signature
13 page is signed by Brown and Lampe, PLC and by Mr. --
14 appears to be Mr. Comu on behalf of The Barclay Group,
15 correct?

16 A. I see that, yes.

17 Q. There's no indication that any shareholders
18 signed this agreement; is that right?

19 A. Not on this page, no.

20 Q. Would you expect based upon the first paragraph
21 of the document and what would be required for a share
22 exchange, for the shareholders, not Mr. Comu in capacity
23 as chairman and CEO, to sign this agreement?

24 A. Sir, could you take it back to the first
25 paragraph?

1 Q. Yeah. This agreement indicates it's an
2 agreement between Brown and Lampe and the shareholders
3 of The Barclay Group, correct?

4 A. That's what it states, yes.

5 Q. Yet the shareholders did not -- unless Mr. Comu
6 is the sole shareholder, the shareholders didn't sign
7 this agreement, correct?

8 A. I didn't see a separate signature line for
9 that.

10 Q. I can tell you there's no separate signature
11 page.

12 A. Okay.

13 Q. If, in fact, this was to be a legally effective
14 document in terms of a share exchange, it would require
15 a signature by the shareholders of The Barclay Group and
16 not by Mr. Comu as president and CEO, correct?

17 A. That's -- could be splitting hairs. I don't
18 know if I --

19 Q. Well --

20 A. You would expect that. I mean would that make
21 it ultimately unenforceable if the person who signed it
22 in one capacity also held the other capacity, I couldn't
23 answer that without doing some research.

24 Q. Well, let's -- okay. If Mr. Comu was
25 100 percent owner of The Barclay Group, it would be

1 legally effective, wouldn't it?

2 A. I suspect it would be upheld.

3 Q. I mean that would be -- I mean in terms of the
4 manner in which he signed it, if he was 100 percent
5 owner than to say he didn't sign it in the correct
6 capacity would be splitting hairs, would be sort of form
7 over substance, right, because he owns the company --

8 A. Correct.

9 Q. -- right? But if he doesn't own all the
10 shares, then this agreement couldn't be legally
11 effective if it's an agreement supposedly between the
12 shareholders, all the shareholders of The Barclay Group
13 and Brown and Lampe, right?

14 A. I would not expect it to be effective to
15 transfer 100 percent ownership of TBG if it was not
16 signed by any other shareholder who held any TBG.

17 Q. So in order for this to be a legally effective
18 document, Mr. Comu would have had to have been
19 100 percent shareholder?

20 A. Again, that's...

21 Q. You're not willing to speculate on that?

22 A. Yeah, that -- without reviewing the whole
23 document, that would require speculation.

24 Q. Okay. Mr. McNeill, do you have any knowledge
25 of the ownership of The Barclay Group, who owns The

1 Barclay Group?

2 A. I have been told that Mr. Comu owns one percent
3 and I believe a UK individual owns the rest.

4 Q. Have you heard the name Bernard Brown?

5 A. Only in this litigation.

6 Q. Was there any legal work that you can think of
7 that you or anyone at Block & Garden did that would have
8 caused you to determine the legal ownership of The
9 Barclay Group?

10 A. Not to my knowledge, no.

11 Q. Do you have any knowledge of who the corporate
12 officer and directors of The Barclay Group --

13 A. Only --

14 Q. -- are today or have been at any time other
15 than Mr. Comu?

16 A. No. Other than Mr. Comu, no.

17 Q. Based upon the documents you've seen, you
18 believe Mr. Comu to be the sole officer and director of
19 The Barclay Group?

20 A. I don't know if I could -- I couldn't tell you
21 that he is the sole one.

22 Q. Well, from the standpoint of a corporate
23 officer, have you ever dealt with anyone other than
24 Mr. Comu as a corporate officer of The Barclay Group?

25 A. No.

1 Q. Have you ever performed any legal work for a
2 company called -- or partnership called Sunset Pacific?

3 A. I don't believe so.

4 Q. Do you know anything about Sunset Pacific from
5 any discussions with Mr. Comu?

6 A. I don't believe I have ever heard that name.

7 MR. ELMQUIST: That's all. Pass the
8 witness.

9 THE COURT: All right. Mr. Olson -- Ms.
10 Hanks?

11 MS. HANKS: I was just going to ask
12 Mr. Olson if he also needs help with the exhibits.

13 MR. OLSON: No, I don't think so.
14 (Inaudible).

15 THE COURT: I've got them up here if I need
16 them.

17 CROSS EXAMINATION

18 BY MR. OLSON:

19 Q. Have you represented Mr. Comu personally?

20 A. No, I don't believe we have. And I checked to
21 see if we had any personal engagement letters with him
22 and my office manager didn't find any.

23 Q. All right. So you don't represent C.J. Comu?

24 A. No.

25 Q. Was this Ganas transaction done for C.J. Comu

1 or for The Barclay Group?

2 A. We represented The Barclay Group.

3 Q. And we were looking at the documents that were
4 signed to appoint directors and then to appoint a
5 president of Ganas, correct?

6 A. Correct.

7 Q. And I don't remember now. I think they're 80
8 and 81 or 81 and 82. But did you prepare these
9 documents?

10 A. I did.

11 Q. And why were those documents prepared?

12 A. The company needed to have officers and
13 directors in order to prove and execute merger agreement
14 with Go Green USA, LLC, whatever the name of that
15 company was.

16 Q. Because when they bought the stock from the
17 people that owned the shell, the officers and directors
18 that existed before that were no longer officers and
19 directors?

20 A. I believe they resigned as part of that sale.

21 Q. So you had to prepare a document for somebody
22 to be appointed in order to close the sale?

23 MS. HANKS: Your Honor, we are going to
24 object to leading. This is Mr. Comu's attorney, The
25 Barclay Group's attorney.

1 THE COURT: Sustained.

2 MR. OLSON: Your Honor, first of all, I
3 didn't call this witness. Second, she has already heard
4 the testimony that he doesn't represent Comu. We've
5 already waived any privilege that there is, so that he
6 can testify about what he knows.

7 THE COURT: I sustain the objection.

8 Q. (BY MR. OLSON) When you prepared the documents
9 to appoint directors, who did you submit those to?

10 A. It was either Mr. Comu or Mr. Albom.

11 Q. And did you tell them why you prepared them
12 that way?

13 A. We had discussion about why we were preparing
14 those -- why we needed those documents, yes.

15 Q. And so they agreed to execute them?

16 A. Yes.

17 Q. And after the closing of that transaction on
18 November 4th then who were the officers and directors of
19 the surviving entity?

20 A. That should have been stated in the merger
21 agreement. Typically it would be -- well, if we went to
22 the merger agreement, I could tell you. I believe it
23 was the officers and managers of Go Green.

24 Q. Mr. Fly?

25 A. Yes. And some others or perhaps --

1 Q. Mr. Wells?

2 A. -- some others.

3 Q. So how long was Mr. Comu a director or a
4 president of Ganas?

5 A. About a week.

6 Q. Not before that and not after that?

7 A. Not to my knowledge, no.

8 Q. What do you know about TBG and its business and
9 number of people that work there and what they do?

10 A. Very little.

11 Q. Have you been to their offices?

12 A. I am trying to recall. I know which building
13 they office in. I have been to that building. And I
14 was trying to remember had I been to their suite or not.
15 I think I have one time.

16 Q. Okay. And were there people up there besides
17 Mr. Comu?

18 A. There were other people up there, yes.

19 Q. All right. Now, when you have somebody like
20 TBG put together and close one of these deals, is there
21 a term for what TBG's role is in this?

22 A. No, not one that immediately comes to mind.

23 Q. Do you call them a broker or a banker or some
24 other --

25 A. An investment banker or broker, something along

1 those lines, yes. That would be a common umbrella for
2 these types of services.

3 Q. And is that commonly done by an individual?

4 A. No.

5 Q. Why is that?

6 A. Well, because these types of transactions carry
7 risks, so you usually do that through a company to
8 protect yourself from personal liability.

9 Q. And people in the shoes of Ganas shareholders
10 and Go Green would expect to deal with an entity as
11 opposed to an individual?

12 A. I don't know what they would expect.

13 Q. But that's typically what happens, isn't it?

14 A. Yeah. It's usually you acquire a shell like
15 this from a -- a company would hold it.

16 Q. And is it fair to sum up your 144 memorandum
17 that it's legal to sell restricted stock as long as the
18 newly issued certificate continues to carry the
19 restriction legend?

20 A. Yes.

21 Q. And are you familiar with the value to place on
22 the restricted stock when you receive it?

23 A. I'm sorry. Could you repeat the question?

24 Q. Do you do any IRS tax work with Section 83 of
25 the Internal Revenue Code?

1 A. No, I don't personally.

2 MR. OLSON: All right. I'll pass the
3 witness.

4 THE COURT: All right.

5 Redirect?

6 MS. HANKS: Just a few short questions,
7 Your Honor.

8 THE COURT: Okay.

9 REDIRECT EXAMINATION

10 BY MS. HANKS:

11 Q. Mr. McNeill, you were asked I believe by
12 Mr. Elmquist if Block & Garden was involved in
13 transferring any shares to third parties with regard to
14 the TBG's interest in Ganas, right?

15 A. Yes.

16 Q. And I believe that your answer was no?

17 A. I believe that was my answer, yes.

18 Q. I just want to clarify that, because how I
19 understood your testimony was you had assisted in
20 drafting a Green Holdings Joint Venture agreement,
21 correct?

22 A. Yes, we did assist in drafting that.

23 Q. And that involved the question of dividing
24 these 95 million shares among three parties, correct?

25 A. I believe that was part of that, yes.

1 Q. Okay. So you may not have been involved in the
2 far down the river distributions to various third
3 parties, but you were involved at least in some level in
4 TBG's efforts to shift those or to break out that 95
5 million tranches of shares into three groups, right?

6 A. Yes, that's fair.

7 Q. Okay. I just wanted to clarify that.

8 A. Thank you.

9 Q. The second thing I would like to clarify is you
10 said that you have been told that TBG is owned one
11 percent by C.J. Comu. By whom?

12 A. Mr. Comu.

13 Q. Mr. Comu. And in what context did he tell you
14 that?

15 A. I guess what do you mean by what context?

16 Q. Did he tell you that recently?

17 A. Yes.

18 Q. When?

19 A. Last week.

20 Q. You spoke with Mr. Comu last week about your
21 testimony?

22 A. No, not about my testimony.

23 Q. Okay. Well, why was he talking to you about
24 his percentage ownership in Barclay Group?

25 A. He was talking about the upcoming trial.

1 Q. Okay. And had he ever raised the issue of his
2 ownership interest in The Barclay Group before a week
3 ago?

4 A. I'm trying to remember. I don't remember. I
5 remember he has said in the past that he has an investor
6 in UK who he has to run stuff by.

7 Q. But this is the first time you've had a
8 conversation with Mr. Comu a week before trial where he
9 tells you he owns one percent in The Barclay Group?

10 A. It's the first time he's named a percentage,
11 yes.

12 Q. Okay. One other quick question. Mr. Olson
13 asked you about the timing of Mr. Comu's appointment as
14 Ganas president and director, correct?

15 A. Yes.

16 Q. And it was only approximately a week,
17 correct --

18 A. I believe --

19 Q. -- that he served in those positions?

20 A. -- I believe that's correct, yes.

21 Q. And then when the merger agreements were
22 effectuated in November of 2009, there were new Green
23 Auto executives installed in those positions, correct?

24 A. We would have to check the merger agreement,
25 but I believe that's the case, yes.

1 Q. Okay. Does that render those -- those
2 appointments as director and president irrelevant or
3 unimportant?

4 A. Umm --

5 Q. Well, let me rephrase the question. I don't
6 think that's a very good question.

7 As a lawyer who deals with these kinds of
8 transactions and who has clients who engage in these
9 kinds of transactions and presumably because you have
10 clients who pay you for your services with regard to
11 these kinds of transactions, they have value, right?

12 A. Presumably.

13 Q. It's a significant fact to you as a lawyer who
14 works in these areas to know who it is and what entity
15 serves in these roles as sole shareholder, president,
16 director, these positions when a reverse merger takes
17 place?

18 A. We need to make sure the documents are prepared
19 with the proper authority, yes.

20 Q. Okay. And so you would want to know who did
21 that, wouldn't you?

22 A. I think so, if I understand your question.

23 Q. Okay. It's -- as somebody who's trying to
24 learn something about the Green Auto transaction, it's
25 of interest that Mr. Comu was appointed as president and

1 director of Ganas in order to effectuate all of the
2 merger agreements, all of the documents, the stock
3 purchase agreements with Ganas, those are significant
4 facts, are they not?

5 A. Those were significant pieces of the
6 transaction, yes.

7 Q. Okay. Significant pieces of the transaction, a
8 transaction that yielded 95 million shares, right?

9 A. Yes.

10 Q. Okay. Now, even if Mr. Comu was only in that
11 position for a week and even if that position was never
12 intended to last longer than a week, wouldn't you think
13 that that information would be disclosed to Mr. Comu's
14 creditors when he filed for bankruptcy because that
15 information is relevant to his business activities?

16 A. I am not familiar with the bankruptcy
17 disclosure rules.

18 Q. Okay. You don't need to be. My question is,
19 is Mr. Comu's appointment as director and president of
20 Ganas and his authority and actual use of that authority
21 in effectuating all of those corporate documents, is
22 that relevant to his business activity and his interest?
23 It's a very simple question, Mr. McNeill. It's --

24 A. It's relevant to --

25 Q. -- not a trick question.

1 A. Okay. It's relevant to his business
2 activities. I don't know what you mean by interests.

3 Q. Okay. Would someone who is involved in a
4 transaction of this magnitude, who is involved with the
5 parties like this, who is working on PPMs, who is
6 working on financing, who is working on investors, who
7 is working on foreign entities, do you think that is
8 relevant to the value of his assets or his debt, his
9 position in the business community, his potential
10 income, his actual income from that time period when he
11 conducted that transaction, would it be relevant to you?

12 A. Not really.

13 Q. No. If you wanted to know something about
14 Mr. Comu's business situation, his professional
15 affiliation, and his financial situation, you wouldn't
16 care that he spearheaded this whole transaction a month
17 -- like two months before he filed bankruptcy?

18 A. The transaction as a whole I think might be
19 relevant. The fact that he served as an officer or
20 director in and of itself isn't -- that was -- in my
21 view, with my knowledge of the transaction, rather
22 ministerial part of the entire transaction.

23 Q. Okay. Well, then two quick follow-up
24 questions.

25 Number one, if he disclosed nothing about

1 that transaction, would that make it more difficult to
2 understand what his real financial situation was and his
3 real professional situation was when he was headed into
4 bankruptcy?

5 A. I --

6 Q. He didn't tell you anything about the
7 transaction at all?

8 A. I don't understand the question.

9 Q. Okay. I'll withdraw that question and ask you
10 this. If there is a document that requires Mr. Comu to
11 tell the Court, to tell the trustee, to tell his
12 creditors under penalty of perjury all of the executive
13 positions that he has held in the last six years as
14 officer, director, president, CEO, anything of that
15 nature, would you expect his appointment as president
16 and director of Ganas in this transaction to be included
17 on that list?

18 A. Yes. I would expect so.

19 MS. HANKS: Thank you. I will pass the
20 witness, Your Honor.

21 THE COURT: All right.

22 Any recross?

23 RECROSS EXAMINATION

24 BY MR. ELMQUIST:

25 Q. Mr. McNeill, I want to go back to this

1 conversation you had recently with Mr. Comu concerning
2 his ownership --

3 A. Yes.

4 Q. -- in The Barclay Group. Tell me more about
5 that conversation. How did it come about? Did you call
6 him or did he call you?

7 A. It was Friday --

8 Q. Was it -- I'm sorry. Was it a telephone
9 conversation?

10 A. Yes, it was a telephone conversation.

11 Q. So do you recall who called whom?

12 A. I think he called me.

13 Q. Okay. And did he say the reason for his call?

14 A. It was a response actually to some of our
15 collection efforts on some of The Barclay Group's
16 outstanding balances.

17 Q. Okay. And in the course of that discussion, he
18 talked to you about the trial?

19 A. Very briefly. It was perhaps a one-minute
20 discussion.

21 Q. Okay. So what did he tell you that this trial
22 concerned?

23 A. Bear with me. I have had quite a busy week.
24 So I'm trying to remember specifically.

25 He just said it had to do with The Barclay

1 Group, which he only owns one percent of.

2 Q. Did he tell you about that ownership
3 interest -- when he told you about that, was he telling
4 you in the context of what he expected to be -- what you
5 expected to be testifying about at trial?

6 A. No, I didn't get the impression that that was
7 why he was saying it.

8 Q. So why was he saying it?

9 A. You would have to ask Mr. Comu.

10 Q. Okay. So did you have any response or reaction
11 or say anything in response to his statement about his
12 ownership of The Barclay Group?

13 A. I told him that I really didn't want to know
14 anything about, you know -- I didn't want to discuss
15 the, you know, anything relating to the trial and the
16 testimony I would be giving.

17 Q. Did Mr. Comu talk to you about his ownership
18 interest in such a way that you perceived that his
19 ownership in The Barclay Group would be one of the
20 issues at trial?

21 A. No.

22 Q. So just out of the blue he said "I have one
23 percent interest in The Barclay Group"?

24 A. He just said something like, you know, "this
25 all deals with The Barclay Group, and you know, I don't

1 know what the big deal is. I only own one percent of
2 it."

3 Q. Okay. So he was talking to you about it in the
4 context of what the trial was about?

5 A. Yes.

6 Q. Okay.

7 MR. ELMQUIST: Nothing further. Thank you.

8 THE COURT: Any recross?

9 RECROSS EXAMINATION

10 BY MR. OLSON:

11 Q. Mr. McNeill, didn't Mr. Comu tell you that he
12 was calling you to ask you to call me?

13 A. On Friday?

14 Q. The day that he called you and was saying "I've
15 got this upcoming trial", did he say, "I was asked to
16 call you and have you call my lawyer"?

17 MS. HANKS: Objection. Leading, Your
18 Honor.

19 MR. OLSON: You bet.

20 THE COURT: Sustained.

21 Q. (BY MR. OLSON) Let me ask it this way. As a
22 result of that conversation, did you call me?

23 A. We spoke on Friday. I don't know if it was as
24 a result of that conversation or not.

25 Q. Didn't I tell you that I wanted you to contact

1 Ms. Hanks because she wanted to call you as a witness?

2 MS. HANKS: Objection. Leading, Your
3 Honor.

4 THE COURT: Overruled.

5 A. Yeah, we did speak regarding me contacting
6 Ms. Hanks for my availability.

7 Q. (BY MR. OLSON) And to the best of your
8 recollection, tell the Court and Ms. Hanks and
9 Mr. Elmquist what you said and I said?

10 A. We spoke a couple times; which time are we
11 talking about?

12 Q. I asked you to contact Ms. Hanks. Did you do
13 that?

14 A. Yes. You sent --

15 Q. Contact information?

16 A. -- contact information by email and then I
17 replied and I believe Ms. Hanks contacted me. And I
18 told her --

19 Q. I don't care what you told her.

20 A. Okay.

21 Q. But that's how you came here without a
22 subpoena, right?

23 A. Yes.

24 Q. Now, one last question. On this joint venture
25 agreement that you drafted so that the stock would be

1 divided a third, a third, a third, was it your prior
2 testimony here today that that agreement was never
3 signed as far as you know?

4 A. As far as I know.

5 MR. OLSON: No further questions.

6 THE COURT: All right. Thank you, Mr. O'
7 Neill - or excuse me -- McNeill. Does anyone anticipate
8 perhaps recalling him or -- he technically doesn't have
9 a subpoena to release him from. But I want him clear
10 whether or not he may be recalled this week.

11 MR. ELMQUIST: Your Honor, I don't
12 anticipate recalling him.

13 THE COURT: Okay.

14 MR. OLSON: No, ma'am.

15 MS. HANKS: No, Your Honor.

16 THE COURT: All right, Mr. McNeill, you are
17 excused for the week.

18 THE WITNESS: Thank you, Your Honor.

19 THE COURT: All right. Thank you.

20 All right. Let's talk about can we
21 accomplish anything more today. If we're going to
22 continue going forward, I need a 10-minute break, but I
23 do need to stop at 5:00. I have got a 5:30 meeting.

24 So what is plaintiff's intention as far as
25 next evidence?

1 MS. HANKS: We would like to call Mr. Comu
2 next and we would like to get started. We don't need to
3 go past 5:00 but we would like to get started.

4 THE COURT: All right. We'll take a
5 10-minute break. Come back about 4:28.

6 THE CLERK: All rise.

7 (Break taken.)

8 THE COURT: Be seated. All right.
9 Plaintiffs, your next witness.

10 MS. HANKS: We call Mr. Comu.

11 THE COURT: All right. Mr. Comu, please
12 raise your right hand.

13 CENGIZ COMU,
14 having been first duly sworn, testified as follows:

15 DIRECT EXAMINATION

16 BY MS. HANKS:

17 Q. Mr. Comu, could you for the record, tell us how
18 to pronounce your first name, your full first name?

19 A. Genghis Khan (phonetic).

20 Q. And it's spelled, the spelling of your first
21 name?

22 A. C-E-N-G-I-Z J-A-N. Last name is C-O-M-U.

23 Q. Okay. And you live on Oaks North Drive, is
24 that correct, currently?

25 A. 14873 Oaks North Drive, Dallas, Texas, 75254.

1 Q. And you moved into that home with your wife at
2 the end of 2010; is that correct?

3 A. Approximately December 2010.

4 Q. Okay. December 2010. And that home is owned
5 by an entity called Continental Partnership, Inc.?

6 A. That's correct.

7 Q. And you have testified a number of times that
8 that entity is owned by your brother Jim Comu; is that
9 correct?

10 A. To the best of my recollection, yes.

11 Q. To the best of your recollection about your
12 testimony or about the ownership of the company?

13 A. About the ownership of the company.

14 Q. Okay. So you're not sure who owns Continental
15 Partnership, Inc., are you?

16 A. I don't know who else my brother may have
17 partners with or not.

18 Q. And this is the entity that owns the home you
19 live at?

20 A. That is correct.

21 Q. And your testimony is still that you own no
22 interest in the Continental Partnership, Inc.?

23 A. I own no interest in Continental Partnership,
24 Inc.

25 Q. And have you ever owned an interest in

1 Continental Partnership, Inc.?

2 A. I may have been involved in the initial
3 formation of the corporation.

4 Q. And you understand that that would be
5 inconsistent with your prior testimony?

6 A. I would have to see what my prior testimony
7 was.

8 Q. I will be glad to show it to you, but you've
9 previously testified that you had no involvement with
10 Continental Partnership, Inc. that is owned by your
11 brother and that the house was purchased by your brother
12 through that entity.

13 A. That's correct.

14 Q. And now you're saying that you may have had an
15 interest but you're not sure?

16 A. I'm saying I may have been involved in
17 assisting him form the corporation.

18 Q. Would you not remember assisting him in the
19 corporation?

20 A. Not particularly.

21 Q. And is that because there's just a lot of
22 different corporations you're involved in so you can't
23 recall them all?

24 A. I'm just involved in a lot of different things.

25 Q. Okay. I buy that. So your previous home was

1 Palladium Drive until October 2010; is that correct?

2 A. My home is 5301 Palladium Drive --

3 Q. But you don't --

4 A. -- Dallas, Texas.

5 Q. -- live there, do you?

6 A. No. The house is currently rented.

7 Q. You rent it. So you're generating income off
8 the home, aren't you, rental income?

9 A. Rental income.

10 Q. And you have been generating rental income
11 since the end of 2010, have you not?

12 A. Approximately.

13 Q. Okay. And this is the home that you owned
14 without any debt, it was entirely paid off when you
15 filed your bankruptcy petition; isn't that right?

16 A. I believe it's my homestead, and I believe that
17 the house has --

18 Q. That was not my question --

19 A. -- been paid for.

20 Q. -- Mr. Comu.

21 A. Please repeat your question.

22 Q. My question was you owned the home 100 percent
23 with no debt when you filed bankruptcy, didn't you?

24 A. My wife and I own the home.

25 Q. The home is in your wife's name as well?

1 A. It's community property.

2 Q. Oh, it is community property? I thought that
3 there was no community property in this case?

4 A. To the best of my recollection, I thought it
5 was myself and my wife were listed as the owners of the
6 house.

7 Q. Okay. And this is the house that you claimed
8 as your homestead on your bankruptcy schedules, which is
9 docket number 11, filed on January 15th; is that right?

10 A. Yes.

11 Q. And you understand -- or do you understand that
12 a property does not qualify as homestead if you are
13 renting it out to other people?

14 MR. OLSON: Objection. That's not the law.

15 THE COURT: Sustained.

16 You all can argue about the law later, but
17 I -- there's nuance there so I don't want the witness
18 confused.

19 MS. HANKS: Well, then, I will rephrase my
20 question.

21 Q. (BY MS. HANKS) The home that you claim as your
22 homestead, you have rented out since 2010; is that
23 correct?

24 A. Approximately.

25 Q. And you've moved into a home that was purchased

1 by your brother for your benefit the same year; is that
2 correct?

3 A. Incorrect.

4 Q. How is that incorrect?

5 A. My brother purchased the home as an investment
6 in Texas.

7 Q. I see. And you -- I believe you produced a
8 lease agreement for the Oaks North property?

9 A. Yes.

10 Q. But you have not produced any evidence of
11 payments that you have actually made on that lease?

12 A. That's incorrect.

13 Q. You've produced documents reflecting payments
14 to Continental Partnership?

15 A. Yes.

16 MS. HANKS: We have not seen those
17 documents so we will ask Mr. Olson to provide them to
18 us.

19 MR. OLSON: Actually I think that you've
20 got those in the deposition. The payments stopped.
21 There have been no payments in some time but you have
22 got the payments that were made.

23 MS. HANKS: Payments on the Oaks North
24 property?

25 MR. OLSON: The rent.

1 MS. HANKS: I will take a look for those.
2 We have not seen them.

3 Q. (BY MS. HANKS) Mr. Comu, you're a Canadian
4 citizen; is that correct?

5 A. Yes.

6 Q. And how long have you lived in the United
7 States?

8 A. Probably over 30 years.

9 Q. And have you always lived in Dallas?

10 A. No.

11 Q. Where did you live prior to Dallas?

12 A. Los Angeles.

13 Q. But you still have family in Canada; is that
14 correct?

15 A. Yes.

16 Q. Including your brother?

17 A. No.

18 Q. Is your brother in Istanbul?

19 A. Yes, that's his primary residence.

20 Q. And does he have a secondary residence?

21 A. He also has a home in Vancouver.

22 Q. So he does have a home in Vancouver, but he has
23 primary residence is in Turkey?

24 A. In Istanbul.

25 Q. Okay. And you do business with your brother

1 frequently, don't you?

2 A. My brother and I discuss a lot of business.

3 Q. That wasn't my question. My question was: You
4 do a lot of business with your brother, don't you?

5 A. I don't understand the question.

6 Q. Well, are you engaged in any business ventures
7 with your brother?

8 A. I am involved in some business ventures with my
9 brother.

10 Q. Okay. Is one example of those business
11 ventures TKY Trust?

12 A. No.

13 Q. Are you not a beneficiary under the TKY Trust
14 documents?

15 A. I believe I'm listed as one of seven
16 beneficiaries.

17 Q. Okay. My question was: Are you a beneficiary?
18 So the answer is yes, right?

19 A. I'm one of seven beneficiaries.

20 Q. Okay. You are a beneficiary under the TKY
21 Trust documents. And that trust was set up, I believe
22 the documents were signed the first week of
23 January 2010; is that correct?

24 A. I can't recall.

25 Q. There's a trust for which you're a beneficiary

1 and you don't recall when it was set up?

2 A. I don't recall the exact date.

3 Q. Do you recall asking an attorney to set it up
4 for you?

5 A. I believe my brother and sister asked me to do
6 some research on this behalf.

7 Q. So your testimony is that your brother -- that
8 TKY Trust was your brother and sister's idea, not yours?

9 A. I believe it was conversation that the whole
10 family had, because I was about to make a very difficult
11 decision in my life on December 31st of 2009. So I
12 sought counsel from a lot of people, including my
13 family.

14 Q. And so one of the decisions you made was to set
15 up a trust in Canada coincident with your filing of
16 bankruptcy?

17 A. That was a decision with my conversations with
18 my attorney and my family. That was set up after I
19 filed for my bankruptcy.

20 Q. A couple of days after perhaps?

21 A. I don't have the exact date.

22 Q. Well, if it was in January, then it was quite
23 close to the filing of your bankruptcy, was it not?

24 A. I would presume so.

25 Q. Okay. And the planning of the creation of TKY

1 Trust was already in the works before you filed
2 bankruptcy, wasn't it?

3 A. That's incorrect.

4 Q. Okay. And so your testimony is that you were
5 not already in the process of creating TKY when you
6 filed bankruptcy on December 31st, 2009?

7 A. My testimony is I was having conversation with
8 my attorney and my family members regarding what it
9 would involve to create a trust since our family had
10 never created one.

11 Q. What about Daptco Trust?

12 A. That's my brother's trust.

13 Q. How is that not your family's trust? You just
14 testified that your family had never created one before.

15 A. For our family. That includes all the
16 children. The Daptco Trust is my brother's personal
17 trust for just his children.

18 Q. And you transferred a substantial amount of
19 assets to TKY Trust, didn't you?

20 A. That's incorrect.

21 Q. The Barclay Group did, didn't it?

22 A. That's incorrect.

23 Q. So the transfer of 2 million shares or 5
24 million shares in January -- on January 13th of 2010
25 from The Barclay Group to TKY Trust is not a transfer of

1 asset?

2 A. No, it is not.

3 Q. And how do you justify that statement?

4 A. It was a sale negotiated by The Barclay Group
5 under payment terms against a note.

6 Q. Okay.

7 A. Unless -- may I finish? Unless the note was
8 paid for, the stock was not transferred. If the note
9 was not paid for, the stock would get returned back to
10 The Barclay Group.

11 Q. My question was: Was there a transfer of
12 assets?

13 A. No.

14 Q. And I will remind you that you are under oath.
15 And you understand that you are testifying under penalty
16 of perjury?

17 A. Yes. May I answer your question for you?

18 Q. Sure.

19 A. The definition of transfer is clear title with
20 no obligations. There was no transfer, because there
21 was an underlying note obligation which required the
22 trust to make payments against the stock, therefore --

23 MS. HANKS: I object to the.

24 A. -- it is not --

25 MS. HANKS: I object to the response of the

1 witness. It is a legal statement and it misstates the
2 law to boot.

3 THE COURT: Sustained.

4 Q. (BY MS. HANKS) You are not a judge in this
5 circumstance. You are a witness. It is a simple
6 question. A movant of something of value from one place
7 to another. There are no technicalities to that
8 transfer. There are no technicalities or
9 justifications. One way or another those shares either
10 stayed with Barclay Group or they went to TKY. And I do
11 not understand how you can deny that --

12 MR. OLSON: Objection, Your Honor, we don't
13 need a lecture. She needs to ask a question.

14 THE COURT: Sustained.

15 MS. HANKS: I'll withdraw it. I apologize,
16 Your Honor.

17 Q. (BY MS. HANKS) On January 5th, 2010, did you
18 not send instructions to Matt Troster at Old Monmouth
19 Stock Transfer Company regarding the issuance of stock
20 certificates that were formally held by The Barclay
21 Group to new recipients of Green Auto stock?

22 A. I sent a large number of documents to Matt
23 Troster. I don't know what specifically you're
24 referring to.

25 Q. So in sending a large number of documents to

1 Matt Troster, those documents would include instructions
2 as to how to distribute Barclay Group shares to
3 recipients, would they not?

4 A. Possibly.

5 Q. Okay. And is it not true that a stock
6 certificate was issued by Old Monmouth on January 13th,
7 2010 for 5 million shares of Green Auto stock in the
8 name of TKY Trust?

9 A. Subject to payment.

10 Q. Was a stock certificate issued in the name of
11 TKY Trust or was it not?

12 A. Counselor, it's clear that it was issued. I'm
13 trying to make a point --

14 Q. Thank you.

15 A. -- that the stock that was issued was subject
16 to a payment of a note. I would just like to go for on
17 the record.

18 Q. Now, in 19 -- October 31st, 1989, you were the
19 subject of a permanent injunction by the Securities and
20 Exchange Commission, were you not?

21 A. I can't recall.

22 Q. You can't recall if you're subject to a
23 permanent injunction by the Securities and Exchange
24 Commission?

25 A. I can't recall the date.

1 Q. Okay. Well, then let's separate them out.
2 Forget the date. Have you been the subject of a
3 permanent injunction by the Securities and Exchange
4 Commission?

5 A. I agreed to a no contest plea, yes.

6 Q. So yes. Okay. And -- but you don't remember
7 the date of that injunction?

8 A. Not particularly. It's never been an issue for
9 me.

10 Q. Okay. Is it still in -- are you still subject
11 to that injunction?

12 A. Yes, but I think you should read the injunction
13 before you come to any conclusions.

14 Q. Okay. Then why don't we do that? Mr. Comu,
15 can you see on your screen --

16 MS. HANKS: Your Honor, this has not been
17 offered as an exhibit, but we will do so in light of
18 Mr. Comu's request that we take a look at the actual
19 document. And we'll have to bring physical copies in
20 the morning. This is a Securities and Exchange -- this
21 is a pleading, an order of permanent injunction against
22 C.J. Comu filed in the Northern District of Texas,
23 Dallas Division, on October 31st, 1989; is that correct?

24 A. That's what it appears to be.

25 Q. Do you have any reason to believe it's not?

1 A. I haven't seen this document in many, many
2 years.

3 Q. But you saw it a number of years ago when it
4 was entered?

5 A. I believe so.

6 Q. And you still work with securities, don't you?

7 A. Sometimes.

8 Q. Okay. With regard to the Green Auto
9 transaction, you were working with securities, weren't
10 you?

11 A. I was working with a public company.

12 Q. And that involved working with securities,
13 didn't it?

14 A. That was a part of the transaction.

15 Q. Okay. And so you were probably keeping this in
16 your mind to make sure that you're not violating the
17 terms of this permanent injunction; is that correct?

18 A. I have never violated the terms of that
19 injunction.

20 Q. That was not my question. My question was:
21 You're probably well aware of the terms of this because
22 in the business that you're conducting involving
23 securities, you don't want to violate it; is that a fair
24 statement?

25 A. I don't think anyone should violate the

1 securities laws.

2 Q. I would not suggest otherwise. If you will
3 look on the screen in front of you, this is Page 2 of
4 the permanent injunction against C.J. Comu. And it says
5 "it is hereby ordered, adjudged and decreed that
6 defendant Comu, his agents, servants, employees,
7 attorneys, and all persons in active concert or
8 participation with him who receive actual notice of the
9 order by personal service or otherwise are permanently
10 enjoined and restrained from directly or indirectly, A,
11 making use of any means or instruments of transportation
12 or communication in interstate commerce or of the mails
13 to sell any security in the form of investment contracts
14 or any other security for the use or medium of any
15 prospectus or otherwise unless and until a registration
16 statement is in effect with the commission as to such
17 security."

18 What is your understanding about what that
19 Section A prohibits you from doing?

20 A. Acting as a statutory underwriter.

21 Q. Acting as a statutory underwriter. Does that
22 Subsection A prohibit you from transferring unregistered
23 securities?

24 A. Subsection A doesn't apply to me.

25 Q. Subsection A does not apply to you?

1 A. I do not buy or sell securities.

2 Q. The Barclay Group buys and sells securities?

3 A. On occasion.

4 Q. And it certainly did in the Green Auto merger,
5 didn't it?

6 A. There were some transactions.

7 Q. Including the acquisition of 95 million shares
8 on October 28th, 2009; isn't that correct?

9 A. That's incorrect.

10 Q. How is that incorrect?

11 A. The Barclay Group did not purchase 95 million
12 shares.

13 Q. Okay. I'm going to pull up Trustee's
14 Exhibit 75 and 74. Do you recognize this -- this is the
15 stock purchase agreement between Barclay Group, Inc. and
16 the stockholders of Ganas Corp effective as of
17 October 26, 2009, isn't it?

18 A. That's what this cover sheet represents.

19 Q. Okay. Tell you what, I'm going to give you the
20 physical document.

21 A. Thank you.

22 MS. HANKS: Do I have a physical copy of
23 your exhibits?

24 (Inaudible).

25 Q. (BY MS. HANKS) Please flip to Exhibit 75.

1 Have you had an opportunity to look at
2 Trustee's Exhibit 75, Mr. Comu?

3 A. There's 81 pages. I haven't read all of them,
4 but I am looking at it now.

5 Q. Okay. And do you recognize this document?

6 A. Faintly.

7 Q. Well, let's look on Page 12. Notices regarding
8 this stock purchase agreement are to be given to Barclay
9 Group, Inc., Dallas, Texas, attention C.J. Comu. Does
10 that ring a bell?

11 A. Yes.

12 Q. Okay. So you received notices pertaining to
13 the stock purchase agreement?

14 A. I don't believe I received notices. I'm
15 looking at this document.

16 Q. Okay. Well, let's look at Page 17. Did you
17 sign this document as president of Barclay Group, Inc.?

18 A. Not on Page 17.

19 Q. On Page 16. I apologize.

20 A. Yes. Our firm was hired to do this
21 transaction.

22 Q. Okay. And you executed this document as
23 president of Barclay Group, Inc., didn't you?

24 A. I believe it was prepared for me to sign this
25 on behalf of the investors as such.

1 Q. You executed this document as president of
2 Barclay Group, Inc., did you not?

3 A. I believe I answered your question.

4 MS. HANKS: Objection. Nonresponsive, Your
5 Honor.

6 THE COURT: Sustained.

7 Q. (BY MS. HANKS) You executed this document as
8 president of Barclay Group, Inc., did you not? It's a
9 yes or no question, Mr. Comu.

10 A. I executed this document on behalf of The
11 Barclay Group and its investors. I was asked to be
12 signing it as a president.

13 Q. At the time, were you the president of The
14 Barclay Group?

15 A. If it was required to be that position for
16 signatory purposes, I would.

17 Q. Again, it is a yes or no question. Were you
18 president of Barclay Group, Inc. at the time this
19 document was signed?

20 A. If I was required to be and it was prepared
21 that way, then yes.

22 MS. HANKS: Objection. Nonresponsive.

23 THE COURT: Sustained.

24 Q. (BY MS. HANKS) Yes?

25 THE COURT: The date of this document is

1 what, October --

2 MS. HANKS: October 26, 2009.

3 THE COURT: All right. So simple yes or no
4 question. Were you president of Barclay Group on that
5 date?

6 THE WITNESS: Your Honor, I would sign as
7 president if I was asked to by the investors. So on
8 this date if they asked me to act as president, then the
9 answer is yes.

10 THE COURT: Okay. That's not an answer to
11 the question. On October 26th, 2009, were you president
12 of Barclay Group, Inc.?

13 THE WITNESS: No, I was not carrying that
14 title.

15 Q. (BY MS. HANKS) Okay. So then your signature on
16 this document which executes this merger agreement as
17 president of Barclay Group, Inc. is not truthful then?

18 A. That is incorrect.

19 Q. Okay. Well, one is truthful. One is
20 unfortunately there doesn't seem to be an in between.
21 Either you were or were not president. You're saying
22 you're not president but you executed as president and
23 you're saying it's not untruthful?

24 A. I'm the managing partner of The Barclay Group.

25 Q. Okay. But you didn't execute this document as

1 the managing partner of The Barclay Group, did you?

2 A. I didn't get a chance to finish my statement.

3 Q. Okay, please.

4 A. At times if I'm asked to sign as the president
5 of the corporation then I'm granted those powers to sign
6 as the president, but my real title is managing partner.

7 MS. HANKS: I'm going to object as
8 nonresponsive and just move on, Your Honor.

9 THE COURT: Okay. Overruled. Just move
10 on.

11 Q. (BY MS. HANKS) On Page 1 of this agreement at
12 the top, Barclay Group, Inc. is identified by the buyer
13 in this stock purchase agreement, is it not?

14 A. That's what it says.

15 Q. Okay. And by virtue of this agreement, the
16 buyer purchased 91,920,116 shares of common stock of
17 Ganas Corp, correct?

18 A. Well, the buyer was acting on behalf of
19 investors.

20 Q. You just testified that Barclay Group, Inc. is
21 identified as the buyer in the stock purchase agreement,
22 didn't you?

23 A. I did, yes.

24 Q. And what's being purchased in that document is
25 over 90 million shares of Ganas Corp stock, isn't it?

1 A. On behalf of investors, yes.

2 Q. Barclay Group purchased over 90 million shares
3 of Ganas corp stock as the buyer in that document,
4 didn't they?

5 A. I believe I answered your question.

6 THE COURT: Answer the question.

7 THE WITNESS: The Barclay Group purchased
8 the stock on behalf of its investors, Your Honor.

9 Q. (BY MS. HANKS) But there are no investors
10 identified in that agreement. You -- The Barclay Group
11 is identified as the purchaser.

12 A. In this agreement, yes.

13 Q. Okay. Thank you.

14 MS. HANKS: Your Honor, it's 4:59. I
15 believe we're going to reserve for tomorrow.

16 THE COURT: All right. Let's do break for
17 the day.

18 Mr. Comu, I don't know how often you have
19 testified, but it seems to me we kind of got off to a
20 rough start here.

21 Maybe, Mr. Olson, you can talk to Mr. Comu.
22 But we really need direct yes or no answers to
23 questions. And you were testifying in narrative at
24 times. You were not really directly answering the
25 questions at times. So I want you to talk to your

1 lawyer and maybe get a better handle on how this goes
2 so we can clip through a little more efficiently
3 tomorrow. Okay?

4 THE WITNESS: I apologize, Your Honor.
5 It's a little complicated, so I want to be real specific
6 with my answers and I apologize if they came across the
7 wrong context. But these are complicated transactions.

8 THE COURT: All right. Well, I understand.
9 And I am sure tomorrow we'll get going at a more
10 efficient clip. Okay?

11 THE WITNESS: Thank you.

12 THE COURT: All right. We will be back at
13 9:30 in the morning.

14 (Adjourned.)
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CERTIFICATE

COUNTY OF LUBBOCK)

STATE OF TEXAS)

I, Linda York, Registered Professional
Reporter and Certified Shorthand Reporter in and for the
State of Texas, do hereby certify that the foregoing
pages contain a full, true and correct transcript, to
the best of my ability, of audiotape furnished by the
Clerk of the Bankruptcy Court.

Given under my hand this the 17th day of
October, 2014.

/s/

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IN THE UNITED STATES BANKRUPTCY
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KING LOUIE MINING, LLC, KING LOUIE ENTERPRISES, LLC AND
RONALD KATZ,
Plaintiffs,
V.
CENGIZ J. COMU a/k/a CJ COMU,
Defendant.
DIANE G. REED, TRUSTEE,
Intervenor, Co-Plaintiff, and Third-Party
Plaintiff,
V.
CENGIZ J. COMU, a/k/a CJ COMU,
Defendant,
and
PHYLLIS E. COMU, BERNARD D. BROWN, THE BARCLAY GROUP,
INC., AND SUNSET PACIFIC, L.P.,
Third-Party Defendants.
BANKRUPTCY PETITION NUMBER: 10-03269-sgj

TRIAL
MARCH 19, 2014
9:40 A.M. TO 5:07 P.M.
HONORABLE STACEY JERNIGAN, PRESIDING
TRANSCRIPT FROM AUDIO RECORDING

1 Transcript produced from audio recording by:
CATHY SOSEBEE, RPR, CSR

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PROCEEDINGS

THE COURT: All right. Let's go ahead and get lawyer appearances. On the record, again, in King Louie Mining, et al, versus Comu, et al, adversary 10-3269.

MS. HANKS: Kendyl Hanks for the plaintiffs.

THE COURT: Okay.

MR. VITAL: Victor Vital, Your Honor, for the plaintiffs.

MR. SAROKHANIAN: Nicholas Sarokhanian, Your Honor, for the plaintiffs.

THE COURT: Okay.

MR. ELMQUIST: Good morning, Your Honor, David Elmquist on behalf of Diane Reed, trustee.

THE COURT: Okay.

MR. OLSON: Good morning, Your Honor, Dennis Olson for the defendants.

THE COURT: Okay.

MR. OLSON: And in anticipation of the examination of Mr. Comu, we have added one exhibit, if I can hand that up now. Copies have been provided to counsel.

THE COURT: All right. Is there going to be a stipulation as to admissibility or --

1 MR. OLSON: I don't believe there is any
2 problem.

3 MR. VITAL: Yes, Your Honor. There
4 would -- no objection.

5 THE COURT: No objections from the
6 plaintiffs? Mr. Elmquist, anything?

7 MR. ELMQUIST: I just need to know what it
8 is.

9 MR. OLSON: It is the amended return.

10 MR. ELMQUIST: Oh, yeah, yeah.

11 THE COURT: He has no problem. All right.
12 So this has been marked as exhibit what?

13 MR. OLSON: Nine.

14 THE COURT: Defendant's Nine, and so it is
15 admitted by stipulation.

16 (Defendant's Exhibit 9, offered and
17 admitted.)

18 All right. We will --

19 MR. VITAL: Your Honor, I do have one
20 housekeeping matter.

21 THE COURT: Okay, go ahead.

22 MR. VITAL: The schedules of the debtor and
23 the statement of financial affairs have not been marked
24 as exhibits by any party, so at this time I would ask,
25 on behalf of plaintiffs, that Your Honor take judicial

1 notice of Docket Number 11, which are the schedules of
2 the debtor in this case filed on January 15th, 2010, and
3 ask Your Honor to also take judicial notice of Docket
4 Number 12 in this case, filed on that same date, which
5 is the statement of financial affairs.

6 THE COURT: Okay. The Court will take
7 judicial notice of those two filed items.

8 MR. VITAL: Thank you, Your Honor.

9 THE COURT: All right.

10 MR. ELMQUIST: Your Honor, just so it is
11 easier to refer to during the course of this trial,
12 could we go ahead and get them marked as exhibits,
13 Trustee's 94 and 95?

14 THE COURT: All right. I am sure no one
15 has a problem with that.

16 UNIDENTIFIED MAN: (Inaudible), Your Honor.

17 THE COURT: Okay, thank you.

18 (Trustee's Exhibits 94 and 95, offered and
19 admitted.)

20 MR. VITAL: One last housekeeping matter.
21 We have better, I guess, copies of exhibits, KLM
22 Exhibits 114 and 117, if I could approach and give that
23 to you and your clerk.

24 THE COURT: Okay. These are which?

25 MR. VITAL: KLM 114 and KLM 117.

1 THE COURT: Okay. You are just giving me
2 easier to read --

3 Mr. Vital: Yes, just swap out in your
4 binders.

5 MS. HANKS: I will clarify, Your Honor.
6 Actually, one of them was just the cover sheet of the
7 corporate documents, as opposed to the actual corporate
8 filings. That is 114. And 117 only had -- it's one of
9 the long stock ledgers, and it only had half of the
10 ledger.

11 THE COURT: Okay.

12 MS. HANKS: And so we have completed 117,
13 and we have already provided copies to counsel.

14 THE COURT: All right. We will be able to
15 use those in substitution. KLM 114 --

16 (Off the record discussion)

17 THE COURT: So does this mean our
18 electronic copies are the old version?

19 MS. HANKS: Yes, Your Honor. We will need
20 to provide, upload, new versions for you.

21 THE COURT: Okay, thanks. All right.

22 Mr. Elmquist, you are going --

23 MR. ELMQUIST: Yes, ma'am.

24 THE COURT: All right. So for the record,
25 Don, I have admitted -- What is it? -- five new

1 exhibits, two of which are really replacement exhibits.
2 Okay. So we have Defendant's Exhibit 9, which is newly
3 admitted. We have Trustee's Exhibits 94 and 95, newly
4 admitted.

5 And then we have KLM 114 and KLM 117, we
6 have replacements. Those were already exhibits that
7 were admitted, and we have filed replacement exhibits.

8 (Plaintiff KLM 114 and 117, replacement of
9 previously admitted exhibits.)

10 THE COURT: All right. Any other
11 housekeeping matters?

12 MR. VITAL: No, Your Honor.

13 THE COURT: All right. Well, Mr. Comu was
14 being examined on direct examination by the plaintiffs.
15 We will need you to go ahead and take your seat on the
16 witness stand, and I will remind you you are under oath
17 from your swearing in yesterday.

18 THE WITNESS: Yes, Your Honor.

19 You may be seated. And, Ms. Hanks, I am
20 ready when you are.

21 MS. HANKS: Thank you, Your Honor.

22 THE COURT: Now, we have invoked the Rule
23 in this adversary proceeding. Do we have any witnesses
24 in the room that need to be excused?

25 MR. OLSON: No, ma'am. Ms. Comu is here.

1 She is a defendant.

2 THE COURT: Okay. Thank you.

3 MS. HANKS: Now, Your Honor, yesterday we
4 were talking a little bit about the order of permanent
5 injunction with regard to Mr. Comu, and at this time we
6 would like to offer that as KLM Plaintiff's Exhibit 369.

7 THE COURT: All right. Any objection? I
8 guess the document I can take judicial notice of, but
9 any objection (Inaudible) authentic?

10 MR. OLSON: No, ma'am, that was one that
11 was admitted without objection on the first day.

12 MS. HANKS: I don't think it has been
13 admitted, no.

14 MR. OLSON: Well, it was in your group 336
15 through 360 or 380.

16 MS. HANKS: I don't think we actually had
17 it included.

18 MR. OLSON: It wasn't in the binder.

19 MS. HANKS: I don't think we actually had
20 it on our list. If we did then --

21 MR. OLSON: If it is not on the list, it is
22 still fine with me.

23 THE COURT: All right. So it shall be
24 admitted.

25 (Plaintiff's Exhibit KLM 369, offered and

1 admitted.)

2 THE COURT: Thank you.

3 MS. HANKS: Your Honor, may I approach the
4 witness?

5 THE COURT: You may.

6 CJ COMU,

7 Having been previously sworn, testified as follows:

8 DIRECT EXAMINATION (CONTINUED)

9 By Ms. Hanks:

10 Q. Mr. Comu, I am handing you a copy of the order
11 of permanent injunction that we spoke about yesterday.
12 Do you recall this document?

13 A. Yes.

14 Q. Okay. As I understand, this injunction is
15 still in effect; is that correct?

16 A. I am not certain of that.

17 Q. Do you have any reason to believe it is not in
18 effect?

19 A. I am not certain of that.

20 Q. You are not certain? Do you have any reason to
21 believe that this order is no longer in effect?

22 A. I can't render an opinion on that. I am sorry.

23 Q. Could you please turn to -- and the pages are
24 not numbered, but I will tell you that it is Page Five
25 of that -- they are numbered at the top in the center.

1 It is Page Five of that document. And at the bottom
2 this order says that -- well, beginning in the middle of
3 the page under III it says, "It is further ordered,
4 adjudged and decreed that Defendant Comu, his agents,
5 servants, employees, attorneys, and all persons in
6 active concert or participation with him," and there is
7 language at the bottom that starts with "b". Do you see
8 that language?

9 A. Yes.

10 Q. And it says that, "This order prohibits, by use
11 of any means or instrumentality of transportation or
12 communication in interstate commerce off of the mails or
13 of any facility of any national securities exchange
14 from, directly or indirectly, make any untrue statement
15 of a material fact or omitting to state a material fact
16 necessary in order to make the statements made, in light
17 of the circumstances which they were made, not
18 misleading."

19 Do you understand that language, Mr. Comu?

20 A. I am not an attorney, so I can't give you a
21 legal answer.

22 Q. I am not asking you for a legal answer. As a
23 business person, as a layperson, as someone who deals in
24 securities, do you understand that language?

25 A. I understand the general philosophy of it, yes.

1 Q. Okay. So would you agree that the general
2 philosophy is that sometimes partial disclosures or
3 specific pieces of information without the full picture
4 can be misleading?

5 A. That could be one conclusion.

6 Q. Okay. Now, do you understand, Mr. Comu, that
7 bankruptcy discharge is a privilege and not a right?

8 A. Yes.

9 Q. And you understand that you are under an
10 obligation to make complete and full disclosures of your
11 business activities, your assets and your debts?

12 A. Yes.

13 Q. And you understand that that duty is
14 continuing? It doesn't end on a particular day until
15 this bankruptcy is resolved and your estate has been
16 fully administered by the trustee?

17 A. Yes.

18 Q. And that that duty does not end on the date of
19 discharge?

20 A. I am sorry I don't have the legal definition of
21 when it ends, but if that is what you claim, yes.

22 Q. Well, this bankruptcy is still ongoing,
23 correct, even though there has been a discharge?

24 A. Absolutely, yes.

25 Q. Okay. And you are still under a duty to speak

1 truthfully, to make full disclosures, to make accurate
2 disclosures, and to provide information about your
3 business activities and your assets, particularly when
4 asked by the trustee and by your creditors; is that
5 correct?

6 A. Yes.

7 Q. Okay. Yesterday we were talking. I think you
8 probably heard some questions of Mr. McNeill concerning
9 an entity called Continental Partnership, Inc., and we
10 discussed it as well; is that correct?

11 A. I recall something, yes.

12 Q. Okay. And that is not an identity that you
13 disclosed any interest in or position with in your
14 schedules and your statement of financial affairs,
15 correct?

16 A. To the best of my recollection.

17 Q. Okay. Well, I tell you what, I think this is
18 probably a good opportunity to hand you a copy of the
19 statement of financial affairs that you filed on
20 January 15th, and I believe this has been marked as
21 Trustee Exhibit -- 94 are the schedules, okay, and 95 is
22 the statement of financial affairs.

23 MS. HANKS: May I approach the witness,
24 Your Honor.

25 THE COURT: You may.

1 Q. Mr. Comu, I am handing you a copy of Trustee
2 Exhibit 94 and a copy of Trustee Exhibit 95. Do you
3 recognize those documents?

4 A. I haven't seen these in many years, but I
5 recall something like this.

6 Q. Okay. So 94 is a copy of the schedules that
7 you filed in this -- in your bankruptcy case, which is
8 related to this adversary proceeding, on January 15th,
9 2010, correct?

10 A. That's what this document says.

11 Q. And if you will flip to the last page of that
12 document, you are aware that, when you signed this
13 document and filed this document, you did so under oath
14 and under penalty of perjury, correct?

15 A. Yes.

16 Q. Okay. And subsequently in your -- in the first
17 creditors' meeting on February 9th, 2010, you verified
18 that the information contained in that document was
19 correct?

20 A. I don't recall if I had this document with me.

21 MS. HANKS: Okay. Well, if we can pull up
22 on the screen Defendant's Exhibit 4. That is going to
23 be on the thumb drive. Has it changed? These are not
24 correctly marked. Do you have a copy of Defendant's
25 Exhibit 4?

1 UNIDENTIFIED MAN: Yes, I have one for him,
2 too. Here it is. That is that email that you got,
3 right.

4 MS. HANKS: Okay. May I approach the
5 witness, Your Honor?

6 THE COURT: You may.

7 Q. I hand you a notebook of defendant's exhibits,
8 and it is open to Defendant's Exhibit Number 4, and
9 that's an unofficial transcript of the first creditors'
10 meeting which occurred on February 9th, 2011. Do you
11 recall that meeting?

12 A. Not exactly.

13 Q. Do you recall it at all?

14 A. I recall the meeting, yes, but I don't recall
15 the contents of it.

16 Q. Okay, okay. Do you recall some questions being
17 asked of you about your assets and your business
18 activities?

19 A. Not specifically.

20 Q. You don't recall specifically, okay. Do you
21 recall that you gave your testimony at this meeting
22 under oath?

23 A. Yes.

24 Q. Okay. And we are going to look for that
25 specific pinpoint site, and I will revisit that, but

1 I -- what? Okay. But you did understand that you were
2 testifying under oath at that meeting, February 9th?

3 A. Yes.

4 Q. Okay. And if you will look at Page Three of
5 that transcript of Defendant's Exhibit Number 4, and you
6 were asked, I believe, by one of your attorneys about
7 meeting with them regarding your possible bankruptcy
8 filing and providing information concerning your assets,
9 liabilities, income and expenses. Do you see that
10 language there?

11 A. I see the language here.

12 Q. And you were asked, "And all of the information
13 that was incorporated into the bankruptcy papers that
14 were filed in this case."

15 And you said, "I believe so."

16 And you were asked, "And did you have a
17 chance to review them?"

18 And you said, "Yes, I did."

19 "And to the best of your knowledge is
20 everything in there true and correct?"

21 And you said, "Yes, I believe so."

22 Does that accurately state your testimony
23 at the creditors' meeting?

24 A. According to this transcript, yes.

25 Q. Do you have any recollection different?

1 A. I just don't recall the date. I am sorry.

2 Q. Okay. But you have no reason to believe what
3 is reflected in this transcript is not accurate?

4 A. I have no reason to believe it is not accurate,
5 no.

6 Q. Okay. So you have -- you filed these schedules
7 on January 15th, verifying them under oath as true and
8 correct and accurate, and then you verified them again
9 on February 9th, 2010, and you never filed any amended
10 schedules, did you?

11 A. I am not aware of that.

12 Q. Okay. You don't believe you did file amended
13 schedules, do you?

14 A. I am not aware if it were or were not. I just
15 don't recall or have any evidence of that in front of
16 me.

17 Q. Okay. And you didn't file an amended statement
18 of financial affairs, did you?

19 A. I am not aware if it was or if it was not
20 filed. I am sorry.

21 Q. But you do understand that it is your -- we
22 spoke of this earlier, that it is your obligation, if
23 there is something that is not accurate, that it is your
24 duty to update it and to make that information
25 available, not just to the trustee but to your

1 creditors, right?

2 A. Yes.

3 Q. Okay. And you understand that there is a
4 difference between providing information to the trustee,
5 for example, in the form of documents and putting
6 something in your schedules, in your bankruptcy
7 schedules or your statement of financial affairs, which
8 gets filed with the Court and is delivered to your
9 creditors?

10 A. I am sorry. I don't have knowledge of that.
11 That is why I have counsel. I just do what I am asked
12 to do by counsel, but I am not formally aware of the
13 process and the documents, but whatever I am asked to
14 do, I provided.

15 MS. HANKS: I am going to object as
16 nonresponsive, Your Honor.

17 THE COURT: Overruled.

18 Q. So we have just established that you verified
19 that the information contained in these documents was
20 correct as of February 9th, 2010, and January 15th,
21 2010, when they were filed, but later on in 2013 when
22 you were deposed you admitted that they were not
23 complete when they were filed, didn't you?

24 A. I don't recall what was filed and what wasn't
25 filed and what was amended. I am sorry.

1 Q. Well, you are looking at what was filed in
2 front of you, Defendant's Exhibits -- the first two that
3 I gave you, your statement of financial affairs and your
4 schedules, those are the two documents that you filed
5 that verified your business activities, your business
6 affiliations, your creditors, your debts, your assets?

7 A. Are you referring to Exhibits 94 and 95?

8 Q. Correct.

9 A. If I recall, these were the exhibits that were
10 prepared on December 31st of 2009, when I met with
11 Mr. Olson in his office to file my bankruptcy.

12 Q. Okay. So your testimony is that you prepared
13 those on what date?

14 A. December 31st of 2009.

15 Q. And how are you so certain of that date?

16 A. It was a very important date for me. It was
17 the date I had to make a very difficult decision.

18 Q. Okay. And is it your testimony that you did
19 not provide these -- your draft of these schedules to
20 your attorney after that date?

21 A. I am sorry. I don't know if these are the
22 documents that were provided or if there was any
23 amendments made. I just do not recall.

24 MS. HANKS: Okay. Could we please pull up
25 KLM Exhibit 312?

1 Q. Do you recognize this email, Mr. Comu?

2 A. I am seeing it right now.

3 Q. This is a January 11, 2010, email from you to
4 Mr. Olson, attaching answers to Schedules A through J
5 and statement of financial affairs; is that correct?

6 A. Yes, that's what it says.

7 Q. Okay. So in this -- by this email you are
8 transmitting your responses to the schedules on January
9 11th, not December 31st; isn't that correct?

10 A. I am sorry. I can't come to any conclusion. I
11 am just looking at this email, but I can't arrive at any
12 conclusion.

13 Q. Okay. Well, there is an email here from your
14 email address to your attorney, attaching answers to
15 Schedules A and J, and that is dated January 11th, and
16 that is not December 31st, is it?

17 A. According to the date of the email, that is
18 January 11th.

19 Q. Okay. Now, the reason that date is important
20 is because a number of times you ever testified that the
21 reason you did not disclose the shares that you received
22 in Ganas or the Green Auto transaction was because you
23 prepared your schedules in December, not in January. Do
24 you recall that testimony?

25 A. I am sorry. I do not.

1 Q. Okay. Mr. Comu, I am pulling up your
2 deposition from 2013. And you stated in your deposition
3 that your schedules, "Probably appeared to be incomplete
4 if the Green Automotive stock" which was not listed in
5 here, and that is --

6 MS. HANKS: Okay. May I approach the
7 witness, Your Honor?

8 THE COURT: You may.

9 Q. I am showing you Page 163 of the transcript of
10 your deposition that was taken in November of last year.
11 Do you see where you testified that it, "probably
12 appears to be incomplete if the Green Automotive stock
13 is not listed in here"?

14 A. I am sorry. Your questions?

15 Q. Do you see that testimony, Mr. Comu?

16 A. Yes, I do.

17 Q. Okay. So you admitted in your deposition that
18 your schedules were not complete when they were filed.

19 Now, if you will turn to Page 172 of your
20 deposition, again, you are being asked about why you
21 didn't disclose those shares in the Green Auto
22 transaction in your schedules, in your bankruptcy
23 filings, on January 15.

24 And you said, "It was obviously a mistake,
25 and it was corrected right away."

1 Do you see that testimony?

2 A. I am sorry. I don't. Where are you?

3 Q. I am on Page 172 of your deposition, starting
4 at Line 12.

5 A. Yes.

6 Q. That was your testimony, correct?

7 A. Appears to be, yes.

8 Q. Okay. And then on Page 201 of your deposition
9 starting at Line 11, your testimony was, "It was proper
10 to disclose the whole transaction." Is that correct?

11 A. I am sorry. I am on Page 211. What line?

12 Q. I apologize. It is 201, Line 11, 201, Line 11.

13 A. It says, "No, it is just an assignment."

14 Q. If you go further down, does it say, "It was
15 proper to disclose the whole transaction"?

16 A. I apologize. I may not be seeing the same
17 thing.

18 Q. I may not have the -- I may not have the right
19 reference. Okay. Turn to Page 211, Line 16. Could you
20 read that language, please?

21 A. "If they are part of the schedule, then they
22 should have been included in there, and I believe they
23 were."

24 Q. Okay. But they weren't included in your
25 schedule, were they?

1 A. What exactly are you referencing?

2 Q. The 300,000 shares you received in Green
3 Automotive stock.

4 A. I am not certain, but I believe they were
5 transferred to the trustee.

6 Q. That is not my question. My question is
7 whether they were included in your schedules.

8 A. I am sorry. I do not know.

9 Q. Okay. Now, given your acknowledgment in your
10 deposition that the information concerning the
11 transaction and the shares was not included in your
12 schedules, and given your testimony that you understood
13 that it was your obligation to continue to disclose and
14 disclose complete information about your financial
15 situation and about your business activities, you
16 would -- well, it was misleading to your creditors that
17 you did not supply that information in your schedules?

18 A. I believe that's incorrect.

19 Q. Well, your creditors aren't going to get the
20 same information that is delivered by hand to the
21 trustee, if you are not disclosing it in your schedules
22 as you are obliged to do; isn't that correct?

23 MR. OLSON: Your Honor, I don't agree with
24 that.

25 THE COURT: Is there an objection?

1 MR. OLSON: I do. I think that
2 mischaracterizes the facts of the case. Mr. Libby went
3 out and physically sat down with the trustee and went
4 over these documents.

5 THE COURT: Okay. Your response to the
6 objection?

7 MS. HANKS: Your Honor, my response is that
8 the defendants have made the argument that a disclosure
9 to the trustee is tantamount to a disclosure to
10 creditors in the schedules in the statement of financial
11 affairs, and that is simply not correct.

12 MR. OLSON: The position of the defendants
13 is the disclosure to the attorney for the plaintiffs
14 meets the test.

15 MS. HANKS: And that is --

16 THE COURT: Overrule the objection.
17 Proceed.

18 MS. HANKS: Thank you, Your Honor.

19 Q. Okay. Now, I believe you testified yesterday
20 that you may have been involved with Continental
21 Partnership, Inc., but you weren't sure in what respect;
22 is that right?

23 A. I do not own Continental Partnership, Inc.

24 Q. Okay. Were you involved in setting up the
25 entity?

1 A. I believe I contacted the law firm to request
2 an entity to be created, but not for my personal use or
3 benefit.

4 Q. Okay. And do you recall, at the February 9th
5 creditors' meeting, you were asking whether you had any
6 brokerage accounts, bank accounts, or depository
7 accounts of any sort, outside of the borders of the
8 United States, and you said no, sir?

9 A. I am sorry. I don't recall that statement.

10 Q. Okay. Can you please look at Defendant's
11 Exhibit Number 4, at Page 13?

12 A. Is that in this document?

13 Q. It is in Defendant's Exhibit Number 4. It is
14 the notebook of defendants' exhibits, the white notebook
15 to your left.

16 A. Yes.

17 Q. Page 13, do you see where you are asked whether
18 you have any brokerage accounts, bank accounts or
19 depository accounts of any sort outside the borders of
20 the United States?

21 A. Yes.

22 Q. And you said, "No, sir," right?

23 A. That was an incorrect statement.

24 Q. That was an incorrect statement. So when you
25 were asked under oath about whether you had accounts or

1 deposit -- outside the borders of the United States, you
2 did not give a truthful answer?

3 A. I gave an answer to the best of my
4 recollection. Unfortunately, I forgot there was an
5 account, which we have disclosed to the trustee. I
6 apologize.

7 Q. And what account did you disclose to the
8 trustee that is outside the borders of the United
9 States?

10 A. A personal bank account in the country of
11 Turkey, which I have had for a very long time, that I
12 was unaware of.

13 Q. And is that an account with Turkish Bank?

14 A. I believe that is what it is called.

15 Q. So that is an asset that you did not disclose
16 in your statement of financial affairs or in your
17 schedules, and you did not disclose it at the creditors'
18 meeting, correct?

19 A. It was an error, yes, which we corrected.

20 Q. You didn't correct that error before discharge,
21 did you?

22 A. I don't recall.

23 Q. Now, the Turkish Bank account is particularly
24 material to this case, because wasn't that account used
25 to -- in the purchase of your Oaks North home not long

1 after your bankruptcy discharge?

2 A. That is incorrect.

3 MS. HANKS: Okay: If we could pull up
4 Plaintiff's Exhibit 320, please. Is there an objection,
5 Your Honor?

6 MR. VITAL: Not to 320.

7 MR. OLSON: No, it is admitted. 320 is
8 admitted.

9 MS. HANKS: 320, if you could scroll down,
10 please.

11 Q. We are on the second page of that email, and
12 could you -- as I understand, the recipient of this --
13 and this is an email from you, correct?

14 A. It appears to be.

15 Q. On July 31, 2009?

16 A. Yes.

17 Q. Correct? Which coincidentally is not long
18 after the judgment in New York was entered against you,
19 correct?

20 A. I don't recall the date.

21 Q. All right. And who is Cigdem -- I cannot
22 pronounce the name. Do you know how to pronounce the
23 recipient's name?

24 A. I do not.

25 Q. Do you speak Turkish?

1 A. Yes, I do.

2 Q. Well, recipient of the email -- and I will
3 spell the name, C-I-G-D-E-M, last name
4 B-E-Y-K-O-Y-O-U -- and you say, "Greetings from Dallas,
5 hope all is good in the UK. I wanted to advise change
6 of address for both my account and Sunset Pacific, LP,"
7 right?

8 A. That's what it says.

9 MS. HANKS: Okay. Move up, please.

10 Q. And in the responsive email you see in the
11 signature line that this individual, the recipient, is
12 the main branch manager at Turkish Branch UK?

13 A. Yes.

14 Q. And this is the account that you did not
15 disclose to the trustee or to your creditors, correct?

16 A. This is the account that we referenced after I
17 recalled that there was an account.

18 Q. This is an account that you did not disclose in
19 your schedules or your statement of financial affairs
20 and you did not disclose, when asked, at the creditors'
21 meeting, correct?

22 A. That was an error, yes.

23 MS. HANKS: Could you go up, please?

24 Q. They tell you they need to receive an instruct,
25 an instruction?

1 MS. HANKS: If you could maybe close it a
2 little bit please and read it.

3 Q. So they are asking for specific instructions
4 from you for an address change; is that correct?

5 A. That's what the letter says.

6 Q. Okay. And the address --

7 MS. HANKS: Let's see. Can you zip down on
8 the bottom where the address is included for the change?

9 Q. New mailing address, this is your email from
10 July 31st, 2009, "New mailing address, 18208 Preston
11 Road, Suite D9314, Dallas, Texas 75252." That was the
12 Barclay Group's address, wasn't it?

13 A. I believe that is an address for the Barclay
14 Group.

15 Q. That was the Barclay Group's address at the
16 time, wasn't it?

17 A. I believe so. I am not certain.

18 Q. Okay. Now, if we could go to -- and you refer
19 to it, by the way, you refer to this account as your
20 account, correct?

21 A. Yes.

22 Q. And you refer to it as -- and you also refer to
23 Sunset Pacific, correct?

24 A. That's what it appears to be.

25 Q. Does Turkish Bank also have an account for

1 Sunset Pacific?

2 A. I don't think so.

3 Q. Then why would you be talking to Turkish Bank
4 about Sunset Pacific?

5 A. I may have been confused over how the account
6 was set up.

7 Q. Do you normally get confused over your offshore
8 accounts?

9 A. I don't have offshore accounts.

10 Q. Well, you have one offshore account, at least?

11 A. I have an offshore account, yes.

12 Q. What about an account in the Channel Islands
13 with HSBC?

14 A. I have no account in Channel Islands under
15 HSBC.

16 Q. Okay.

17 MS. HANKS: Could we go to KLM Exhibit 96?

18 Q. This is that Barclay Group banking ledger from
19 2009 to 2010, and you were examined about this in your
20 deposition. Do you recall this document?

21 A. Not exactly.

22 Q. Okay. Well, you verified previously that this
23 reflects cash transactions in and out of Barclay Group's
24 accounts, right around the time you were both preparing
25 to file for bankruptcy, around the time you did file

1 bankruptcy, and in the months following your petition.
2 And if you will look up at the top, the second entry on
3 September 16th, 2009, and then a couple of days further
4 down there is another credit. There is two \$20,000
5 credits received from an entity called Newhaven
6 Nominees?

7 A. Yes.

8 Q. And Newhaven Nominees is another off shore
9 entity, isn't it?

10 A. I don't believe so.

11 Q. Is it your testimony that you don't know what
12 Newhaven Nominees is?

13 A. I am not clear on what Newhaven Nominees'
14 business is, but it is not my business.

15 Q. Newhaven Nominees is depositing \$40,000 into
16 the Barclay Group account, and you don't know what it
17 is?

18 A. I don't know who they represent, but they do
19 not represent me.

20 MS. HANKS: Okay. Can we go to KLM
21 Exhibit 263, please? By the way, actually, could we
22 stay there for just one second? Would you move down a
23 bit.

24 Q. Now, do you see these entries in November
25 of 2009 of \$40,000, \$20,000, \$10,000, \$10,000, and the

1 names are Kyle Gilbert, Marcie Gilbert, Michelle Renner,
2 Jean Bacon, right?

3 A. I see that.

4 Q. Those are stock purchasers of Green Auto
5 shares, aren't they?

6 A. I don't believe so.

7 MS. HANKS: Okay. Just real quick can we
8 go to the first page of KLM Exhibit 49?

9 Q. Now, the Green Auto transaction had closed in
10 November of 2009. That has already been established by
11 testimony. So if you go down, please, you will see
12 these names, Kyle Gilbert, Jean Bacon, Marcie Gilbert.
13 Those are the names we just read off the TBG bank
14 ledger, aren't they?

15 A. I believe so.

16 Q. Okay. So it is not just a coincidence that
17 these individuals are receiving stock from the Barclay
18 Group, and the Barclay Group is receiving substantial
19 cash payments to their account, is it?

20 A. I am not certain the nature of why the
21 transactions happened. They might have been loans.
22 They might have been equity. But I don't have the exact
23 reference to what they were for at the time.

24 Q. Is it your testimony that you believe it is
25 possible that this \$80,000 deposit into Barclay Group

1 accounts on November 27th, 2009, might have been a loan
2 from these individuals?

3 A. They could have been.

4 MS. HANKS: Okay. Could we go to KLM
5 Exhibit 263, please?

6 Q. And Cem Comu is your brother; is that correct?

7 A. Yes.

8 Q. And you testified previously that he lives in
9 Istanbul, but he also has a residence in Canada,
10 correct?

11 A. Yes.

12 Q. And Canada is where TKY Trust and Daptco Trust
13 were established, correct?

14 A. I believe so.

15 Q. Okay. And I have seen his name spelled C-E-M
16 as well as G-E-M. What is the correct spelling of his
17 name?

18 A. C-E-M.

19 Q. But it is pronounced "Jim"; is that correct?

20 A. Yes.

21 Q. Now, you said earlier that you speak Turkish,
22 correct?

23 A. Yes.

24 Q. What is this email? Again, this is the main
25 manager from Turkish Bank with whom you were

1 corresponding back in July of 2009; is that correct, the
2 email that we looked at earlier?

3 A. It was an email --

4 Q. It was an email?

5 A. -- I believe from --

6 Q. Corresponding?

7 A. -- the same person possibly.

8 Q. Well, it is the same person, isn't it, at
9 Turkish Bank?

10 A. It appears to be.

11 Q. Okay. And this was the person who you
12 instructed that you wanted to change the address for
13 your account and for Sunset Pacific with Turkish Bank,
14 correct?

15 A. Either mine or Sunset, I wasn't sure what
16 exactly the account name was in.

17 Q. So you knew you had an account at Turkish Bank,
18 but you didn't know what entity or name it was under?

19 A. Correct.

20 Q. Does that happen often?

21 A. Sometimes.

22 Q. Okay. Could you please -- here at the bottom
23 of that email --

24 MS. HANKS: Why don't you make it a little
25 bit smaller? There you go. There you go.

1 Q. -- they are talking about -- there are some
2 numbers, there are some references to euros, there is
3 some references to US dollars, and then there is some
4 language in that email that is in Turkish. Would you
5 please translate that language for us, for the Court?

6 A. You took that away.

7 Q. Oh.

8 A. I believe it says, "Below is some information
9 that you requested that I am sending."

10 Q. Okay. So there had been -- so this is to your
11 brother, correct? This email from the manager at
12 Turkish Bank is to your brother, not to you?

13 A. That's correct.

14 Q. So your brother had requested information from
15 Turkish Bank as well, correct?

16 A. That's what appears to be.

17 MS. HANKS: Okay. And if you can move up,
18 please.

19 Q. Now, why -- here your brother is forwarding
20 this information about Turkish Bank to you, correct?

21 A. That is what it shows.

22 Q. Okay. Do you -- was your -- is your brother a
23 signatory on your Turkish Bank account?

24 A. I can't recall. He may be.

25 Q. Is he now?

1 A. I can't recall.

2 Q. You don't know if your brother is a signatory
3 on a bank account of yours?

4 A. The only account that I had, which is disclosed
5 to the trustee, I am not sure if my brother is also
6 signatory on that account.

7 Q. But let's be clear. You didn't disclose that,
8 that account, to the trustee in your schedules, in your
9 statement of financial affairs, or when asked about it
10 at the creditor's meeting, right?

11 A. That was an error on my part, which we
12 corrected, yes.

13 Q. Okay. So at some point later you believe you
14 disclosed it, but when you were asked about it under
15 oath, you said no?

16 A. I just completely forgot. I apologize.

17 Q. Do you think that an offshore account is
18 something that would be important for the trustee and
19 your creditors to know about.

20 A. Any assets of my personal should be transferred
21 to the trustee, yes.

22 MS. HANKS: Okay. Could we go to KLM
23 Exhibit 178, please?

24 Q. Okay. This is an email dated March 18, 2010.
25 This is before discharge, correct?

1 A. I believe it is.

2 Q. The email is addressed to you, and the email
3 says, "We are pleased to advise you that your company,
4 Continental Investments Holding Company Limited, has
5 been accepted for incorporation by Companies House,"
6 right?

7 A. That's what it says.

8 Q. And Companies House is the entity in the UK
9 that posts, receives and hosts corporate filings for UK
10 corporations, correct?

11 A. I believe so. I am not 100 percent certain.

12 Q. Well, you are an officer or director of a
13 number of UK entities, aren't you?

14 A. I believe I am currently. I just don't recall
15 exactly which one.

16 Q. So as an officer or director of a UK company,
17 you have filed things with your name on them with
18 Companies House, haven't you?

19 A. I don't recall.

20 Q. Okay. Well, let's look at an example real
21 quick.

22 MS. HANKS: Would you please pull up KLM
23 Exhibit 82? Hold the other one. We are going to come
24 back to it.

25 Q. In fact, you are chairman or director of an

1 entity called Eurocap Investments, aren't you?

2 A. Yes.

3 Q. And this is an example of a document filed with
4 Companies House, isn't it?

5 A. It appears to be.

6 Q. Okay. And, again, what we were talking about
7 earlier, Companies House is where these public filings
8 are filed and available to the public, if they know
9 where to look, and it reflects officers, directors and
10 sometimes financial information for entities that supply
11 information to Companies House, correct?

12 A. I am not aware of that information. I just
13 understand that they are a registrar of companies. I
14 don't know the extent of what they offer.

15 Q. And here you are identified as a company
16 director of Eurocap Investments, correct?

17 A. Yes.

18 Q. Okay. And you have also identified yourself,
19 in fact, you testified that you are chairman of Eorucap,
20 right?

21 A. Yes.

22 Q. And when did you -- when did you take that
23 position with Eurocap?

24 A. I would have to reference the documents that
25 you, I am sure, have access to.

1 Q. You don't remember when you were elected as
2 chairman of a UK entity?

3 A. Not the exact date. I am sorry.

4 Q. Do you remember the year?

5 A. It could have been late 2011 or late 2012. I
6 am not a hundred percent certain.

7 Q. Here it looks like January 1st, 2012. Is
8 that -- Actually, that is your brother, Cem Comu. This
9 is another business that you are in with your brother,
10 correct?

11 A. My brother is a director, yes.

12 Q. He is a director, okay. And we also see Ex
13 Baxter there, correct?

14 A. He was a director pro tem for a period of time,
15 yes.

16 Q. Okay. And Mr. Baxter is someone who worked
17 with you on the Barclay Group, correct?

18 A. Yes.

19 Q. And he also worked with you at Regus, correct?

20 A. Yes.

21 Q. Okay. So here it says you were appointed
22 November 3rd, 2011, as a director of Eurocap, right?

23 A. Yes.

24 Q. And Eurocap received a substantial amount of
25 Green Auto shares, didn't it?

1 A. I believe we have disclosed the share exchange,
2 yes.

3 MS. HANKS: Okay. If we could go back to
4 KLM Exhibit 178, please.

5 Q. All right. So "We are pleased to advise" --
6 This is KLM Exhibit 178. This is the email from Mansion
7 House Capital to CJComu@Gmail.com, and it is advising
8 you that "your company, Continental Investments Holding
9 Company Limited, has been accepted for corporation by
10 Companies House."

11 This is not a company that you disclosed in
12 any of your bankruptcy filings, is it?

13 A. I don't believe that is a company I have
14 anything to do with.

15 Q. Did you respond to Mansion House Capital and
16 tell them that they had a mistake, that this wasn't your
17 company?

18 A. If I recall, back on March 18th of 2010, I
19 believe that Patrick Kelly asked our firm to form a
20 corporation with him under that name. It was not a
21 company that I was a director of, nor an owner of. And
22 if that is the case, that was incorrect. I believe we
23 were requested to form this corporation for Mr. Kelly,
24 which I believe is the accurate name and the company
25 identification.

1 Q. So your testimony is that you believe it is
2 possible, though you are not sure, that you may have set
3 up an entity in UK for somebody else, even though it was
4 set up in your name?

5 A. I believe we had a request to form a company
6 for a client, and part of our services was to form this
7 entity and transfer it to the client.

8 Q. And is this similar to your testimony yesterday
9 that, even though you signed the documents for the Green
10 Auto transaction as president of the Barclay Group and
11 president and director of Ganas, you weren't really --
12 you really didn't have those roles?

13 A. I am sorry. I would have to see the documents
14 you are referencing. You have described several
15 transactions; that's right.

16 Q. I am just talking about one transaction. I am
17 talking about the Green Auto merger in November of 2009.
18 And you executed those documents as a director of Ganas
19 and as president of Ganas, didn't you?

20 A. Without having to review the documents, if the
21 signature requirement was prepared that way by the
22 attorneys, then I may have signed it accordingly, yes.

23 Q. But your testimony yesterday was that doesn't
24 necessarily mean that you were president or a director
25 of Ganas; is that right?

1 A. Sometimes, when legal documents are prepared,
2 they have titles and, depending the transaction, I may
3 sign it in that particular capacity at that time for
4 that transaction.

5 Q. Okay. So your testimony to the Court is that
6 you signed legal documents in a capacity, but that
7 really wasn't the capacity in which you signed it?

8 A. I don't think that's a correct definition. I
9 am sorry.

10 Q. Okay. So what the contract says, what you
11 wrote when you signed your name, isn't what was
12 intended?

13 A. No, I don't think that is correct either.

14 MS. HANKS: Could we go to --

15 Q. Oh, by the way, let me --

16 Ms. Hanks: Okay. If we could go to KLM
17 Exhibit 211, please.

18 Q. Okay. So if you look below, there is the email
19 that we just looked at a moment ago from Mansion House
20 Capital on March 18th, right?

21 A. That's the date of the email, yes.

22 Q. But this is the same email that we were just
23 looking at in KLM Exhibit -- Plaintiff's Exhibit 78; it
24 is just a string -- There is a subsequent response, but
25 it is the same date, it is the same sender, it is the

1 same body of the email, correct?

2 A. It appears to be.

3 Q. Okay. So if we can look at 211, this is your
4 response to -- and your response is not, "Thanks, I will
5 send it to my client," or, "There is a mistake; this
6 shouldn't be issued in my name."

7 Your response is, "You're the best. Please
8 send invoice and bank wire information," right?

9 A. That is what it says.

10 Q. And you say -- Well, not what it says. It is
11 what you say. You say, "looking forward to the many
12 deals in front of us!!" Right?

13 A. That's what it says.

14 Q. So this is an entity that you have set up in
15 the UK to do business, isn't it?

16 A. That's incorrect.

17 Q. Okay. But that is what the email says, isn't
18 it?

19 A. No, I believe the email just confirms a company
20 being formed in the United Kingdom. It was not for my
21 benefit, nor was I the purchaser of it. I believe it
22 was a transaction that we facilitated for a client.

23 MS. HANKS: I believe 178.

24 Q. Let's look at the attachments. These are the
25 articles, the corporate documents that are attached to

1 Plaintiff's Exhibit 178, right?

2 Okay. So you believe that this is possibly
3 a client of yours that you were having it formed for?

4 What client is that?

5 A. I believe this is for Mr. Patrick Kelly.

6 Q. Okay. And who is Patrick Kelly?

7 A. He is a businessman based in London.

8 MS. HANKS: Okay. All right. Let's go to
9 KLM Exhibit 180, please.

10 Q. Okay. And here is an email from -- it is
11 actually from Mansion House Capital, correct?

12 A. That is what it appears to be.

13 Q. And it says, "Continental Bank letter signed."

14 MS. HANKS: Could you go down, please, to
15 the attachment?

16 Q. Okay. And here we have that same individual we
17 were discussing earlier from Turkish Bank, the manager
18 from Turkish Bank UK, correct?

19 A. Appears to be the same person, yes.

20 Q. Okay. And it is a letter signed by Ann
21 Boureau, B-O-U-R-E-A-U, correct?

22 A. That's what it says, yes.

23 Q. And this woman, Ann Boureau, is the woman who
24 has served as nominee for entities that you have
25 established, hasn't she?

1 A. No, I have never met Ann Boureau.

2 Q. I didn't ask you if you had met Ann Boureau.

3 A. I don't know who Ann Boureau is.

4 Q. Do you know what a corporate nominee is?

5 A. Yes, I do.

6 Q. Have you ever used a corporate nominee to
7 represent -- to serve as an officer or director of an
8 entity that is controlled or owned by you?

9 A. No, I am familiar with what a nominee is and
10 I --

11 Q. Okay. Have you ever used one?

12 A. We may have, yes.

13 Q. Okay. And --

14 A. We also provided that, as a service, through
15 our firm.

16 Q. Okay. And did you ever -- did you have Ann
17 Boureau or any other corporate nominee acting on your
18 behalf or TBG's behalf in 2009 or 2010?

19 A. I can't recall.

20 Q. So your testimony is that it is possible you
21 may have a nominee working on behalf of one of your
22 entities; you just don't know?

23 A. It is a possibility, yes.

24 Q. Is it common to have corporate nominees have
25 their names on your corporate information and you not

1 remember?

2 A. There may have been transactions where we were
3 required to help a client form an entity, and we may
4 have used a nominee for that purpose.

5 Q. But we are not talking about corporations for
6 your clients. We are talking about you and your company
7 TBG, correct?

8 A. I am sorry. I don't understand the question.

9 Q. My question to you earlier was: Have you or
10 has the Barclay Group used a nominee service for a
11 corporation, and did they do that in 2009 or 2010? And
12 you said maybe?

13 A. Possibly, yes.

14 Q. Okay. But you said you didn't remember?

15 A. I don't recall.

16 Q. And my question was: Is it common for you not
17 to remember setting up entities in other people's names
18 for either yourself or the Barclay Group?

19 A. I wouldn't say it is common. I would say it is
20 unfortunate, but I apologize, because sometimes I have
21 too many things going on.

22 MS. HANKS: Okay. Would you go up, please?
23 Okay and could you pull up KLM Exhibit 214, please?

24 Q. Okay. So if you look at the recipient of this
25 email, Ann Boureau -- Ann@Boureau.com, and you are

1 sending the email to her; isn't that right?

2 A. That's what it appears to be.

3 Q. And this is the woman that you said a moment
4 ago that you hadn't met, but apparently you have
5 corresponded with her, haven't you?

6 A. It appears to be.

7 Q. Okay. And you are attaching information for
8 her regarding the bank account for Continental, aren't
9 you?

10 A. I believe it says, "Please find attached
11 letter."

12 Q. If you look at the attachment, what does it
13 say? When it says attachments, how is it described?

14 A. May I see the attachment?

15 Q. No, I am asking you to look on the email, how
16 the attachment is described.

17 A. It says Continental Bank.

18 Q. Okay. And the prior correspondence between you
19 and the representative of Turkish Bank and other -- and
20 Ann Boureau previously, has been concerning Continental
21 Investment holdings (Inaudible)?

22 A. I can't recall the exact name of the company,
23 if you can bring it back to me.

24 Q. Let's just go to the attachment, please.

25 A. Okay.

1 Q. Okay. Now, this is a letter -- you sent this
2 letter to Ms. Boureau for her signature, didn't you?

3 A. I believe that's correct.

4 Q. Okay. So in this circumstance, she is acting
5 as nominee? She is acting as the person who is
6 representing Continental Investments, isn't she?

7 A. I am not certain exactly if she is the director
8 or the nominee of the company, but she is the signatory.

9 Q. Well, let's look at how she is described.

10 A. It states that she is a director.

11 Q. Okay. And why would you need to send a letter
12 for her signature to authorize access to your Turkish
13 Bank account?

14 A. I don't believe I was giving her access to my
15 Turkish Bank account.

16 Q. Okay. You -- the email -- the letter that is
17 being drafted is being drafted to the individual with
18 whom you were corresponding a couple of months prior
19 concerning your account at Turkish Bank?

20 A. I believe that is an officer of Turkish Bank
21 contact information, and according to this letter it is
22 an authorization to open up a bank account for my
23 brother on behalf of Ann Boureau, I guess her name is.

24 Q. Okay. All right. Then let's look at -- see if
25 we can get some clarification. Look at KLM Exhibit 217,

1 please. All right. This is an email. Well, actually,
2 if you go down, Ms. Boureau is sending you her new
3 office address, correct?

4 A. That's what it appears to be.

5 Q. Okay. If you go up, "Hello, Ann. Thank you
6 again for your emails and assistance in opening a new
7 bank account for Continental," correct?

8 A. That is what it says.

9 Q. And your testimony is still that this was not
10 an account for you; this was for a client, correct?

11 A. This account was not for me.

12 Q. Okay. And you are familiar with an entity
13 called Newhaven Nominees, right?

14 A. Yes.

15 Q. And this is the entity that deposited \$40,000
16 into TBG's account in late 2009, right?

17 A. I can't recall.

18 Q. Do you recall the exhibit that we looked at a
19 couple of moments ago reflecting TBG account
20 transactions?

21 A. Yes.

22 Q. Okay. And do you recall the \$40,000 that
23 Newhaven Nominees deposited into TBG's account in
24 September of 2009?

25 A. I am seeing that here in front of me.

1 MS. HANKS: Okay. So if you will go to KLM
2 Exhibit 206, please. Let's go down to the bottom,
3 please. Access the bottom of the email, please. Okay.

4 Q. Is that the first email in the communication?
5 Here we go. Okay. See this email with Mr. Reuben
6 Anstock? Do you recall Mr. Anstock?

7 A. Yes.

8 Q. You were corresponding with him quite a bit in
9 2009 and 2010, correct?

10 A. I believe I had correspondence with him.

11 Q. Okay. And in this -- in this email he is
12 communicating with you about a COI for Continental,
13 Partnership, Inc., correct?

14 A. That's what it says.

15 Q. And what is a COI?

16 A. I have no idea.

17 Q. Certificate of incorporation?

18 A. That could be one version.

19 Q. Okay. Would it make sense that a COI would
20 refer to a certificate of incorporation that is actually
21 attached regarding Continental Partnership?

22 A. I have no reference of that. I am sorry.

23 Q. Okay. But you see under the attachments that
24 there is a certificate of incorporation for Continental
25 Partnership, Inc., right?

1 A. That is what it says in the attachment file.

2 Q. Okay. So let's look down. This is a BVI
3 entity, isn't it, British Virgin Islands, correct?

4 A. That is what it appears to be.

5 Q. Do you do much business in the British Virgin
6 Islands?

7 A. No.

8 Q. You don't? Do you do much business in the
9 Channel Islands?

10 A. Not that I am aware of.

11 Q. Isle of Man?

12 A. I don't believe so.

13 MS. HANKS: Okay. Let's go down, please.

14 Q. Okay. Now, we spoke earlier about corporate --
15 about nominee services, and you say you provide some of
16 those services through Regus Advisors or through the
17 Barclay Group?

18 A. Primarily Regus Advisors.

19 Q. Primarily, so do you mean you provide them
20 through both?

21 A. No, I believe that is a service that Regus
22 Advisers offers.

23 Q. Okay. But at the time of this document in
24 2010, was Barclay Group providing nominee services?

25 A. I am not a hundred percent certain.

1 Q. Are you 75 percent certain?

2 A. I am sorry, Counselor. I don't really know the
3 percentage.

4 Q. So you can't answer yes or no, as to whether
5 the company of which you were the chairman and CEO was
6 providing nominee services?

7 A. No, I am saying I can't recall the date that we
8 were providing those services.

9 Q. Okay. So here they are referencing a company
10 called West Point Advisors, Inc., right?

11 A. Yes.

12 Q. What is West Point Advisors, Inc.?

13 A. I believe it was a holding company formed for
14 something that I don't believe there was any business
15 in.

16 Q. But this was your company, wasn't it?

17 A. I believe we formed the company for a client.

18 Q. Your testimony is you formed West Point
19 Advisors for a client?

20 A. I am not a hundred percent certain. It was
21 obviously another transaction that I don't have the
22 exact details of what it was for.

23 Q. Mr. Comu, have we discussed a single entity
24 here where you knew for sure if it was yours or someone
25 else's?

1 A. I believe we have discussed what was mine and
2 what was somebody else's.

3 Q. Well, we have heard a lot about how you weren't
4 sure if it was yours or someone else's, but you don't
5 seem to have a lot of certainty about a lot of these
6 offshore transactions that you are involved in either,
7 in whatever capacity.

8 A. Well, the ones we reference, Continental
9 Investment Holding Company Limited is not a company I
10 have any ownership in, and Continental Partnership,
11 Inc., is not a company I have any ownership in. I
12 believe those are the only two referenced so far.

13 Q. Well, we also have West Point Advisors, Inc.,
14 don't we?

15 A. Yes.

16 Q. And Continental Partnership, Inc., you have
17 previously testified that you don't have any ownership
18 interest in it, don't you?

19 A. I have no ownership interest in it.

20 Q. And that is very important to this case,
21 because that is the entity that purchased the house that
22 you moved into shortly after your discharge, isn't it?

23 A. It is my brother's company.

24 Q. That is not my question.

25 A. Could you repeat your question?

1 Q. That is the entity that purchased the home in
2 which you moved into not long after discharge, isn't it?

3 A. That is the company that owns the home that we
4 rent, yes.

5 Q. Okay. And that entity purchased that house
6 with cash, didn't it?

7 A. I believe so.

8 Q. Okay. And actually you know so, don't you,
9 because you were involved in that transaction in terms
10 of the negotiation and communication, weren't you?

11 A. I communicated with my brother to assist him in
12 that acquisition, yes.

13 Q. So you knew full well that that house was paid
14 for in cash, didn't you?

15 A. I don't know exactly how the funds were
16 transferred, but my brother's company, Continental
17 Partnership, did acquire the property, yes.

18 Q. Mr. Comu, please listen to my question. My
19 question is: Did you know that it was paid for in cash?

20 A. I believe it was a wire.

21 Q. So your answer is yes?

22 A. By bank wire, not by cash.

23 MS. HANKS: Okay. Can you go down, please.
24 All right.

25 Q. Here we go. Definition of principals is a

1 business person who deals with companies on a regular
2 basis. What does the term principal, P-R-I-N-C-I-P-A-L,
3 mean to you?

4 A. Somebody party to a transaction?

5 Q. Actually it is defined here, so why don't we
6 look at the definition. Here it refers to beneficial
7 owners and controllers, doesn't it?

8 A. That's the definition they have here.

9 Q. Okay. And who is identified as a principal of
10 West Point Advisors?

11 A. It appears as my name.

12 Q. Okay. So this is your company, isn't it?

13 A. I don't know if this is my company or if I was
14 listed as a director for formation of the company.

15 Q. Mr. Comu, that is not what it says there, is
16 it? It says principal, doesn't it? It doesn't say
17 director. It says principal, and it specifically
18 defines principal as beneficial owner or controller,
19 doesn't it?

20 A. That is what it says.

21 MS. HANKS: Okay. Go up, please.

22 Q. So here you are using -- or at least
23 coordinating -- please stop there -- Newhaven Nominees
24 Limited in British Virgin Islands, correct? Regarding
25 West Point Advisors, right?

1 A. I don't understand your question.

2 Q. Okay. Well, the correspondence, these are all
3 the corporate documents pertaining to West Point
4 Advisors, and this is a letter in Newhaven Nominees
5 Limited that is one of the attachments to the email that
6 you received, concerning West Point Advisors, Inc., in
7 which you are identified as a principal, meaning
8 beneficial owner or controlling person, of West Point
9 Advisors, right?

10 A. Or director.

11 Q. That is not what it said, Mr. Comu. Please go
12 back down.

13 A. It says that right there.

14 Q. No, it doesn't. Mr. Comu, where in this
15 section does it say anything about a director?

16 A. Not in this section, but in the section you
17 just had it says that, if you can go back --

18 Q. Where you are identified it is the section
19 discussing principals, isn't it?

20 A. Yes, that's what this shows.

21 MS. HANKS: Please go up. All right.

22 Q. So Newhaven Corporate Services, they are one of
23 these nominee services, correct?

24 A. I believe they offer that as service.

25 Q. Okay. They offer nominee services.

1 MS. HANKS: You can go up, please, all the
2 way up to the original email, please. All right.

3 Q. Now, the email to which this is attached, the
4 corporate documents we were just looking at, is actually
5 email from Mr. Anstock at Newhaven Group, okay? And
6 Mr. Anstock at Newhaven Group is saying, "I have been
7 under the impression that you required nominee services
8 and a bank account. It is not possible for us to grant
9 control over the bank account unless we are the nominees
10 of the company." Right?

11 A. That's what it says.

12 Q. So according to this email, you were reaching
13 out to the Newhaven Group, both for nominee services and
14 a bank account, right?

15 A. I don't see that there.

16 MS. HANKS: Okay. Can you go down to the
17 email immediately preceding? Okay. Go up. There we
18 go.

19 Q. This is an email on August 23rd, 2010, from you
20 to Ian Gander regarding Continental Partnership, Inc.,
21 correct?

22 A. I believe that's what it says.

23 Q. It says, "I appreciate your follow-up. Could
24 you please check with Fergus on the matter? I recently
25 acquired a full operating entity, West Point Advisors,

1 Inc.," right? That is what it says?

2 A. Yes.

3 Q. Okay. And that is consistent with the document
4 that identifies you as a principal of West Point
5 Advisors, Inc., isn't it?

6 A. I think it identifies an acquisition made of an
7 entity called West Point Advisors.

8 Q. Okay. The document below, that we reviewed
9 just a moment ago, identified you as a principal of West
10 Point Advisors?

11 A. That's what it shows.

12 Q. Okay. And now here it says -- this is you
13 telling Ian in an email, "Thanks for your help with West
14 Point Advisors." Actually it says, "I recently acquired
15 a full operating entity, West Point Advisors." And then
16 you are saying, you know, "I then requested another new
17 entity, Continental. The price I paid for that was
18 750."

19 You are asking about the difference between
20 the cost in the two services they are providing, aren't
21 you?

22 A. Could be.

23 Q. Okay. Go up. And Mr. Anstock says, "Please
24 accept my apologies for the miscommunication on fees,"
25 doesn't he?

1 A. Yes, he does.

2 Q. Okay. And he explains the reason for the
3 difference in the price is because, in one, there wasn't
4 nominee services, but here you are asking for both, and
5 that is why it is more expensive, right?

6 A. That is what it says.

7 MS. HANKS: Okay. Let's go to exhibit --
8 KLM Exhibit 204, please. Okay.

9 Q. This is another individual that you had quite a
10 bit of correspondence with in 2010, Charlotte Jacob of
11 the Newhaven Group. Do you recognize that name?

12 A. Faintly.

13 Q. Okay. She is with the same group that the
14 gentleman in the prior email we were looking at is from,
15 right?

16 A. I am not sure.

17 Q. Newhaven Group, it is the same web address,
18 right?

19 A. I believe it is a different company.

20 MS. HANKS: 206, please. Okay.

21 Q. Reuben Anstock at NewhavenGroup.net, right?

22 A. I see that.

23 MS. HANKS: Please go to 204, please.

24 Q. Charlotte Jacob, NewhavenGroup.net, right?

25 A. Yes.

1 Q. They are from the same company, aren't they?

2 A. It appears to be, but I have also heard
3 Newhaven Nominees, and I don't know if that is different
4 than Newhaven Group.

5 Q. Okay. But these individuals are both emailing
6 from NewhavenGroup.net?

7 A. That's correct.

8 Q. Okay. Now, this has attached -- the "re" line
9 is CPI. That refers to Continental Partnership, Inc.,
10 doesn't it?

11 A. I don't know.

12 Q. Okay. It attaches CPI certificate of
13 incorporation and MNAs of CPI, doesn't it?

14 A. That's what it says.

15 Q. Okay. Same company we were talking about a
16 moment ago.

17 MS. HANKS: You go down, please?

18 Q. All right. Again, we have the certificate of
19 incorporation for the BVI entity Continental
20 Partnership, Inc. This is the entity that purchased
21 your home (Inaudible), and that you have told this Court
22 is owned by your brother, right?

23 A. Yes.

24 MS. HANKS: Okay. Let's go down.

25 Q. And here we have got Newhaven Corporate

1 Services, BVI Limited?

2 A. Yes.

3 MS. HANKS: Okay. Go on down. I wish I
4 had that. Okay. Let's go to 202, please. All right.

5 Q. And your testimony is that this is not your
6 company; you don't own it; you don't control it, right?

7 A. That is correct.

8 Q. Okay. We are back with Mr. Reuben Anstock,
9 right, Newhaven Group, same company, correct?

10 A. Appears to be.

11 Q. Okay. And he is responding to your comments.
12 Here he says something about CPI. He also says
13 something about WPA. That refers to Continental
14 Partnership, Inc., and West Point Advisors, right, the
15 two entities that you have been communicating about?

16 A. I am not certain what his references are.

17 MS. HANKS: Okay. I think I am off to the
18 documents. Let's go down. Okay.

19 Q. Here is this email from Mr. Anstock on
20 July 19th, says, "Hi, CJ, wanted to ensure that this was
21 progressing smoothly for you. Perhaps you will kindly
22 let me know where you have got to. Am I correct in
23 understanding that the funds will move into Newhaven
24 Nominees' account, corporate and chancery will be
25 organizing the escrow agency administration services,

1 and NNL will release the funds when instructed to do so
2 by yourself or them." And he asks you how you would
3 like to proceed with Continental; is that right?

4 A. That's what it appears.

5 Q. Okay. Continental -- well, it says -- did I
6 not read it correctly?

7 A. You read it perfect.

8 MS. HANKS: Okay. Go up, please. All
9 right.

10 Q. And your response, could you please read that
11 sentence for the Court?

12 A. "On to business, in the matter of Continental
13 Partnership, please note this entity will be strictly
14 under my ownership and control and, therefore, no
15 further need for my brother. If this changes in the
16 future, I will advise accordingly. As such, I would
17 like to activate some banking for this and transfer
18 funds. Is this something I can operate individually, or
19 must everything go through your firm like WP?"

20 Q. Now, that is inconsistent with what you just
21 told the Court, isn't it? You just testified you had no
22 ownership and no control over Continental Partnership,
23 Inc., and this email is clarifying unequivocally that it
24 is under your strict control and ownership, isn't it?

25 A. That is incorrect.

1 Q. What is confusing about, "This entity will be
2 strictly under my ownership and control"?

3 A. I believe Continental Partnership was an entity
4 that was getting ready to be formed, and until that was
5 completed I believe I was saying basically let me handle
6 everything until this transaction of this corporation
7 has been put together.

8 Q. Mr. Comu, the truth is you set up this entity,
9 and you put your brother in there temporarily, so that
10 he could purchase the house in a name when it is really
11 your entity; isn't that what happened?

12 A. That is totally incorrect.

13 Q. Okay. Let's keep looking at the documents
14 then. Now, just real quick before we move on, not only
15 do you say in this document, "This entity will be
16 strictly under my ownership and control and, therefore,
17 no further need for my brother," meaning Cem Comu,
18 right?

19 A. That's the only brother I have.

20 Q. Okay. The brother who you say owns and
21 controls Continental Partnership, Inc., right?

22 A. My brother does own and does control
23 Continental Partnership, Inc.

24 Q. Okay. Not what this document says, but let's
25 keep looking at it. You tell them that you want to

1 activate some banking for this, for this -- assuming
2 this entity and transfer funds. "Is this something I
3 can operate individually, or must everything go through
4 your firm like WP?"

5 You are talking to them about operating the
6 accounts for this entity on your own, aren't you?

7 A. No, that is incorrect.

8 MS. HANKS: Okay. Let's look at 203,
9 please, Plaintiff's Exhibit 203.

10 Q. The same individuals we have seen previous
11 correspondence with, Charlotte Jacob and Reuben Anstock
12 of Newhaven Group, regarding CPI, and CPI is Continental
13 Partnership, Inc., isn't it?

14 A. I can't verify that.

15 Q. Of the last ten documents we have looked at,
16 have you seen any other reference to any entity that
17 could possibly be CPI?

18 A. CPI could be an acronym for anything. I am
19 sorry I can't speculate.

20 Q. Okay.

21 MS. HANKS: Could you go down a little bit
22 to the forwarding email?

23 Q. Okay. This is just an email from Charlotte
24 Jacob. Okay. Charlotte Jacob from Newhaven Group, is
25 emailing you, says, "Hi, CJ, I understand an account is

1 required for the above," and the above is CPI which, as
2 the previous documents establish, is Continental
3 Partnership, Inc. "On the basis that is correct, I
4 attach additional customer info forms, which need to be
5 printed, completed, signed, and dated, and the originals
6 sent to me. At the same time would you please confirm
7 the currencies the account is to hold?" And she is
8 asking for your passport, utility bills at your
9 residential address, right?

10 A. That's what the email says.

11 Q. And if this isn't your account, you are going
12 to send your client's information, aren't you?

13 A. I may sometimes record my information for the
14 purpose of forming the corporation, just for the purpose
15 of forming the corporation, because they will need a
16 contact person.

17 Q. You would provide your home utility bills and
18 your passport for someone else's account, even though it
19 is in your name?

20 A. No, as part of our nominee services is we may
21 do that on occasion to create a corporate entity for a
22 client.

23 Q. Okay. But that is not what is happening here,
24 is it? You are talking to Newhaven Group about them
25 providing nominee services. They are not talking to you

1 about you providing nominee services?

2 A. I believe we are talking to each other about
3 both.

4 Q. Okay. Well, none of the documents that we have
5 looked at so far in any respect ask you about the
6 services you are providing. All of the documents we
7 have looked at are you asking them about the services
8 they are providing you for your company, aren't they?

9 A. That is incorrect. Would you like me to
10 answer?

11 Q. Pardon me?

12 A. Would you like me to answer?

13 MS. HANKS: Exhibit 203, please. Is this
14 203? Oh, okay, sorry, 204.

15 Q. And this is a document we looked at before.

16 MS. HANKS: Can you please go up to the
17 email?

18 Q. So this is your response actually to Charlotte
19 Jacob's email, when you looked at it previously. Go up.
20 And again you say, "If I wanted to operate this account
21 personally, may I get a copy of the incorporation
22 documents?" You are operating an account personally.
23 You are not operating this account as a nominee, are
24 you?

25 A. I believe the statement is "if" I wanted to.

1 Q. So you are asking her for information to make
2 it possible for you to operate the account personally,
3 aren't you?

4 A. No, I am just trying to get educated on the
5 process.

6 Q. Oh, you are getting educated on the process of
7 operating an account at Turkish Bank regarding
8 Continental Partnership, Inc., the entity that bought
9 your home?

10 A. That is incorrect.

11 Q. You are just getting educated on the process?

12 A. I am trying to learn how the whole process
13 works so we can advise our clients.

14 Q. So this is a learning exercise?

15 A. No, I believe I am trying to be clear on what
16 the services are, so that, in turn, we can offer them to
17 our clients.

18 Q. Okay. So you are just generally asking them
19 information about the kind of services they provide, and
20 it just so happens to involve the entity that purchased
21 your home, that you live in, with cash?

22 A. It's an entity that my brother purchased.

23 Q. All right. Now, your brother isn't on any of
24 these emails here, is he, about "under my ownership and
25 control," that email; he is not CCed on that email, is

1 he?

2 A. We have seen a lot of emails counselor. I
3 don't know which one you are referring to.

4 Q. Okay. Let's go back to -- let's go back to
5 that email then.

6 MS. HANKS: Exhibit 202, please,
7 plaintiff's.

8 Q. In the matter -- Again, this is Page Two of KLM
9 Exhibit 202, "In the matter of Continental Partnership,
10 Inc., please note that this entity will be strictly
11 under my ownership and control and, therefore, no
12 further need for my brother." And this was your email.
13 Now, your brother is not CCed on that email, is he?

14 A. He may be BCCed.

15 Q. No, he is not. Do you see the BCC line?

16 A. It doesn't appear on an email.

17 Q. So you are suggesting that he might be BCCed,
18 he is just not identified on the email?

19 A. It's a possibility, yes.

20 Q. That is not what the document reflects, and
21 there is nothing in this document to indicate that he is
22 a party to any of this correspondence, there?

23 A. BBCs don't appear when you print out an email.

24 Q. They do when there is a line that says BCC, Mr.
25 Comu?

1 A. I am sorry. Mine don't, I guess.

2 MS. HANKS: Please go up.

3 Q. Now, in the --

4 THE COURT: We are going to take a
5 ten-minute break. We will come back at 11:30. No one
6 has any lunch afternoon conflicts today, correct? All
7 right. Well, I am thinking we will break for lunch at
8 12:30 today.

9 (Recess from 11:20 to 11:33)

10 THE COURT: All right. Going back on the
11 record now in the King Louie Mining versus Comu matter.

12 Mr. Comu, I am required to remind you you
13 are still under oath.

14 THE WITNESS: Yes, Your Honor.

15 THE COURT: All right. You may proceed.

16 MS. HANKS: This is KLM Exhibit 202, right?
17 And if we could go to 203 again quickly, please.

18 Q. (By Ms. Hanks) Okay. This is Plaintiff's
19 Exhibit 203, and this is an email from Charlotte Jacob,
20 also with the Newhaven Group, same group of documents we
21 have been talking about, and it references CPI, which,
22 again, is Continental Partnership, Inc., just as the
23 prior document referred to.

24 And in this document Charlotte Jacobs says,
25 "At the same time, would you please confirm the

1 currencies the account is to hold?" Correct? She is
2 asking you about the Continental Partnership, Inc.,
3 accounts, right?

4 A. That's what it appears to be.

5 MS. HANKS: Okay. And would you please go
6 to KLM Exhibit 204? Would you go down, please? Okay.
7 KLM Exhibit 272, please, and we will move to KLM
8 Exhibit 275, please. Okay.

9 Q. This is an email chain between you and Reuben
10 Anstock -- again, Reuben Anstock is with Newhaven
11 Group -- regarding Continental Partnership, Inc.,
12 correct?

13 A. Yes.

14 MS. HANKS: Could you go down please to the
15 (inaudible)?

16 Q. So we previously saw this email from
17 Mr. Anstock to you, apologizing for the confusion
18 regarding the fees. Do you recall that email from
19 earlier?

20 A. Yes.

21 Q. Okay. If you go up, your response to this
22 email, "In regards to CPI," which, again, is Continental
23 Partnership, Inc., "I would like to open and operate a
24 bank account and look to make investments of real estate
25 and/or stock. As such, would you please provide me the

1 necessary docs or resolutions that would allow me to
2 have such authority. Thank you again, CJ."

3 So not only are you setting up an account
4 with regard to CPI, Continental Partnership, Inc., but
5 you would like to use Continental Partnership, Inc., to
6 make investments in real estate, correct?

7 A. I believe I am just inquiring about the
8 corporation, what it can and cannot do.

9 Q. So your testimony is that in this email you are
10 not informing Reuben Anstock of your intent to use
11 Continental Partnership, Inc., for investments in real
12 estate or stock?

13 A. I don't know exactly what your question is.

14 Q. Okay. Is it your testimony that it was not
15 your intent, as reflected in this email, to open and
16 operate a bank account to make investments in real
17 estate with regard to CPI?

18 A. If CPI was looking to do that, yes.

19 Q. Of course, your email, your words, do not say
20 "my client." They do not say CPI. They say, "In
21 regards to CPI, I would like to open and operate an
22 account for making real estate investments," doesn't it?

23 A. Well, I think it says right there, in regards
24 to CPI.

25 Q. Okay. We are going to move on then.

1 MS. HANKS: Exhibit 334, please.

2 Q. In the prior email, I apologize, 275, that
3 email correspondence is in September, early September
4 of 2010. When did you move into your home, the Oaks
5 North home?

6 A. I believe it was December 2010.

7 Q. And it was purchased in October of 2010, wasn't
8 it?

9 A. I don't have the exact date.

10 Q. Okay. You don't need the exact date. It was
11 purchased in October 2010, wasn't it?

12 A. I am sorry, Counsel. I don't know the exact
13 date.

14 Q. You don't remember if your house was purchased
15 in October of 2010 or not?

16 A. I don't remember the date that my brother
17 purchased the home.

18 MS. HANKS: Exhibit 334, please.

19 Q. Okay. And another email from -- this one is
20 from Fergus Anstock of Newhaven Group, the same company,
21 and it reflects a subject of Continental Partnership,
22 Inc. And in the body of the email --

23 MS. HANKS: Actually if you go down to Mr.
24 Comu's email from September 1st, 2010.

25 Q. I believe Mr. Anstock had sent you an email at

1 the end of August, right? If you could go down to the
2 body of that email. Where he is asking -- this is where
3 he asks you how you would like to proceed, and your
4 response.

5 So previously we are talking about whether
6 or not or to what extent there was going to be a nominee
7 service, and you say, "At this time I think I will not
8 require, in addition, the addition of nominee and
9 banking services for CPI."

10 Does this resolve any doubt in your mind
11 about whether or not you were discussing using them for
12 nominee services?

13 A. I think I was discussing that with them.

14 Q. Okay. So you were. And here you decide not to
15 use them for nominee and banking services at this time,
16 correct?

17 A. Appears to be, yes.

18 Q. Okay. But you say, "If that changes, I will
19 contact you to get the account adjusted accordingly,"
20 right?

21 A. That's what it says.

22 Q. So you are the one making the decision about
23 CPI's accounts here, right?

24 A. I believe the correspondence says, "I will not
25 require any additional nominee or banking services for

1 CPI."

2 Q. Okay. But the next sentence says, "However,
3 should that change, I will contact you and get the
4 account adjusted accordingly," right?

5 A. That's what it says.

6 Q. Okay, thanks.

7 MS. HANKS: Please go up.

8 Q. And Mr. Anstock responds -- well, Fergus
9 Anstock says, "Reuben is on vacation. Will you kindly
10 let me have the details of the directors you wish to
11 appoint in place of nominees, together with the standard
12 due diligence."

13 So as the principal of Continental
14 Partnership, Inc., they are asking you who you would
15 like to appoint as a director of the company, aren't
16 they?

17 A. That is what they are asking.

18 MS. HANKS: Okay. So let's go to KLM
19 Exhibit 90, please. No, I apologize, KLM Exhibit 207.

20 Q. Again, in early September 2010, and here we are
21 back to the representative from Turkish Bank. Do you
22 remember that person from the email we first started
23 with?

24 A. Yes.

25 Q. Okay. And here you have an email from your

1 brother, if you go down, please, further on. Okay. And
2 here your brother is contacting Turkish Bank regarding
3 purchasing a home in Texas, okay?

4 A. Yes.

5 MS. HANKS: Okay. 208, please.

6 Q. And Turkish Bank responds to your brother and
7 says, "Dear Mr. Comu, I can provide the reference letter
8 tomorrow. Unfortunately, we cannot address 'to whom it
9 may concern' due to our bank procedures. Kind regards,
10 Cigdem," right?

11 A. Yes.

12 Q. And above, your brother is forwarding this
13 email to you, isn't he?

14 A. Yes.

15 Q. He says, "I need a name"?

16 A. Yes.

17 Q. Why does he need a name?

18 A. I believe he is looking for a corporate entity
19 to make this purchase with.

20 Q. If he is the one making the purchase, why is he
21 asking you for a name?

22 A. He is asking me. That is what we do for a
23 business.

24 MS. HANKS: Okay. Can we go to KLM
25 Exhibit 276, please?

1 Q. All right. And you respond Andrea Whalen. You
2 don't respond with the name of a company, do you? You
3 respond with your real estate broker, don't you?

4 A. That's what it appears to be.

5 Q. So your brother was not the one purchasing this
6 house; you were?

7 A. That is incorrect. That was the agent
8 representing the house.

9 MS. HANKS: All right. Let's go to KLM
10 209, please.

11 Q. On September 15th you started the negotiations
12 for purchasing the house, didn't you?

13 A. I believe that my brother was purchasing the
14 house, and I was assisting him in any way that I could.

15 MS. HANKS: Okay. Can you go down to the
16 bottom, please? There we go. Okay. Move it down.

17 Q. So here is an email from Turkish Bank UK,
18 Limited, and it references your brother, Cem Comu,
19 correct?

20 A. Cem.

21 Q. Cem Comu, I apologize.

22 MS. HANKS: Okay. And then let's go up.
23 Keep going up. All right.

24 Q. And she sends a reference letter regarding your
25 brother, "our mutual client," quote, unquote, correct?

1 A. I am sorry. What is the question?

2 Q. From Turkish Bank they are responding -- they
3 are sending email to the real estate broker, correct?

4 A. Yes, that's what it appears to be.

5 MS. HANKS: Okay. Let's go to 333, please.
6 Oh, okay. 277, please. All right.

7 Q. And your brother forwards it to you regarding
8 14873 Oaks North Place, and you say, "Many thanks, Cem."
9 What are you thanking him for here; do you remember?

10 A. Maybe just keeping me posted. I don't know.

11 Q. Well, if he is buying the house, why is he
12 keeping you posted?

13 A. Well, it is a significant transaction. I think
14 he would like to see it completed.

15 Q. He was really putting his name in here to
16 purchase the house on your behalf, wasn't he?

17 A. That's incorrect.

18 MS. HANKS: Okay. Let's go to KLM
19 Exhibit 210, please.

20 Q. Now, previously we saw the document in which
21 you were identified as a principal of Continental
22 Partnership, Inc., right?

23 A. Yes.

24 Q. Okay. Now, here in September of 2010 Newhaven
25 Nominees sends you a document -- Charlotte Jacob at

1 Newhaven Nominees in London has sent documents to your
2 brother, Cem, for his signature, and she says, "Dear
3 Cem, CJ has asked me to contact you direct regarding the
4 above. I attach a resolution undated for you to print,
5 sign, and scan back to me, along with a letter of
6 consent to act as a director with regard to Continental
7 Partnership," correct?

8 A. That is what it says.

9 Q. Okay. So here your brother is being appointed
10 as a director to the entity that you set up and with
11 regard to which you are a principal, right?

12 A. I believe at this time I stepped down to allow
13 my brother to take control of Continental Partnership,
14 Inc.

15 Q. Okay. So now your testimony is you did set up
16 the company, and you did have control over it, but you
17 stepped down so that your brother could take over?

18 A. I created a company that I was doing nothing
19 with, and my brother was looking for a corporate entity
20 so he could do something with it, so I stepped down to
21 allow my brother to have the company.

22 Q. Okay. Even though you told Newhaven Group that
23 you would have exclusive control and ownership over the
24 company?

25 A. When it was first created until something was

1 decided what to do with it, it was just an empty shell.

2 Q. Okay. So now your testimony is that this was
3 not just due diligence, finding out information about
4 their services. This was specific to a company you set
5 up. You just decided to step down and let your brother
6 take over?

7 A. No, I believe it is both.

8 MS. HANKS: Okay. So let's go to
9 exhibit -- Oh, hold on a second. Can you go up to the
10 top, please? Okay. And if you could go to 266, please.
11 Okay.

12 Q. Charlotte Jacob, the Newhaven Group, sends a
13 share transfer form to your brother for execution,
14 correct?

15 A. That's what it says.

16 Q. Now, this is the process by which your
17 brother's name appears on the corporate records for
18 Continental Partnership, Inc., the entity you set up,
19 right?

20 A. Continental Partnership, Inc., was formed, and
21 I believe I stepped down. I believe my brother took
22 control over the company at this time.

23 Q. You formed it, you testified. You stepped
24 down, and you had your brother's name put on the
25 company. That is what you testified to?

1 A. No, I think I was the initial incorporator
2 until the business determined what it was going to do.
3 I had no further interest in the business, and I believe
4 my brother decided to move forward with it.

5 Q. And the first choice he made as the head of
6 that business was to buy the home, that you currently
7 live in, with cash?

8 A. He purchased a piece of real estate in Dallas,
9 Texas, yes, ma'am.

10 Q. Okay. Let's go to -- On October 15th the Oaks
11 North property was purchased for approximately \$397,000.
12 Whether by wire or check, it was a cash transaction that
13 did not involve any debt, correct?

14 A. I believe so.

15 Q. Okay. So it is approximately about a \$400,000
16 property, and that was in 2010. Has the property
17 appreciated since then?

18 A. I don't have any idea.

19 Q. But you pay taxes on the property, don't you?

20 A. No.

21 Q. Okay. So October 15th was the purchase date.

22 MS. HANKS: Could we please pull up PLM
23 Exhibit 269? Go down, please.

24 Q. This is a couple of days after the purchase of
25 the Oaks North property. And this is an email from --

1 Again, some of this is in Turkish. Some of the
2 correspondence on the email is from Turkish Bank,
3 correct? Is this the same entity that we started out
4 with in the beginning, Turkish Bank?

5 A. It appears to be.

6 Q. The entity that you asked to change your
7 account address for Sunset Pacific and your account,
8 right?

9 A. It is a different contact person from the bank,
10 I believe.

11 Q. Okay. But it is still Turkish Bank, right?

12 A. It appears to be, yes.

13 Q. Okay. And in the October 19th email down
14 below -- and its subject, by the way, which is here in
15 the middle, that refers to you, doesn't it?

16 A. That's my name.

17 Q. That's your name, so it refers to you. And
18 could you please translate that email that is in Turkish
19 there in the middle that is about to be highlighted?

20 A. I don't understand the dialect they are using.
21 I think it is something about confirming an address.

22 Q. Okay. Isn't it confirming the change of
23 address, because you changed the address with your
24 Turkish Bank account to the Palladium Drive address,
25 right?

1 A. Yes.

2 Q. And doesn't this request that it be changed to
3 an address in Istanbul?

4 A. I can't decipher that. I am sorry.

5 Q. All right. And you say that you rent out the
6 Oaks North property from Continental Partnership for
7 \$1,500 a month?

8 A. Yes, that's correct.

9 Q. So the entity you formed, you are making
10 decisions on the account, you were the principal, you
11 stepped down. Your brother purchased a home, and you
12 are now paying him rent for that property?

13 A. We are paying Continental Partnership, Inc.,
14 yes.

15 Q. And do you also collect rent on your Palladium
16 home address, correct?

17 A. Yes, we do.

18 Q. And how much is that per month?

19 A. Approximately 2500.

20 Q. Okay. Newhaven Nominees, the entity that we
21 were talking about earlier, they have also been involved
22 in the Green Auto transactions, haven't they?

23 A. They may have had a client involved in that.
24 I'm not a hundred percent certain.

25 Q. Have they represented the Barclay Group or

1 Regus as a client in effecting transactions with regard
2 to Green Auto shares?

3 A. I don't believe so, no.

4 Q. So a 14 million share purchase of -- or
5 transfer of Green Auto shares that was affected in
6 January of 2014 by Newhaven Nominees, would that have
7 been conducted on behalf of you or the Barclay Group?

8 A. No, I believe that might have been one of their
9 clients that gave us instructions to issue shares to.

10 Q. Just recently.

11 A. What date are you referring to? I am sorry.

12 Q. January 2014.

13 A. That would be something I would have to see the
14 records on. I don't know what the reference is.

15 Q. But you would remember if you or your company
16 were involved in the acquisition of 14 million shares
17 just a month or two ago; would you know?

18 A. Which company?

19 Q. Green Auto. You knew with regard to your
20 company, Regus, the Barclay Group. Are there others?

21 A. I don't believe Regus or the Barclay Group
22 acquired 14 million shares in January of 2014. Is that
23 what you are saying?

24 Q. Uh-huh.

25 A. I don't believe that's a transaction that I

1 have knowledge of. I would like to see the records for
2 that if I could, please.

3 Q. I am asking if you recall it.

4 A. I do not recall it. I am sorry. I don't
5 believe that's a transaction we are party to.

6 Q. Okay. But you have actually been involved in
7 recent -- you have actually requested recent transfers
8 and sales of Green Auto shares, haven't you?

9 A. Not in 2014.

10 Q. Have you in 2013?

11 A. There may have been, yes.

12 Q. Did you in December of 2013?

13 A. I can't recall any date specific.

14 Q. Well, you know, of course, that there is a
15 restraining order in this case, right?

16 A. Yes, I am well aware of that.

17 Q. And the restriction date, I believe, on some of
18 these shares of Green Auto stock was lifted on
19 December 23rd, 2013; is that correct?

20 A. I don't know the exact date. That could be
21 correct.

22 Q. And the date that the restraining order was
23 entered into in this case was December 20th, right?

24 A. I am guessing. I don't have the record in
25 front of me.

1 Q. I tell you what. I think I might have a copy
2 of the docket sheet for you.

3 A. Thank you.

4 MS. HANKS: May I approach the witness,
5 Your Honor?

6 THE COURT: You may.

7 Q. Mr. Comu, I am handing you a copy of the docket
8 sheet. This is actually a docket sheet in the
9 bankruptcy so it will not (Inaudible).

10 I tell you what, Mr. Comu, I will just tell
11 you. I am looking at the docket sheet, and the TR0, the
12 agreed TR0, in this case was entered -- an agreed order
13 was entered on December 20th, 2013, and it is Docket
14 Number 11, okay?

15 A. Yes.

16 Q. And you recall agreeing to that, right?

17 A. I spoke with my attorney and I said, yes, we
18 would agree to that.

19 Q. You did, okay. So your attorney talked to you
20 about it and you agreed to it, right?

21 A. Yes.

22 Q. And you agreed to it sometime before the 20th
23 when it was actually signed by the Court, right?

24 A. I believe so, yes.

25 Q. Okay. In fact, it was actually early December

1 when you talked to your attorney about it and agreed to
2 it, right?

3 A. Once again, I can't recall the exact date,
4 Counselor.

5 Q. If you will look at Plaintiff's Exhibit 236,
6 please. In fact, it was sometime before December 4th of
7 2013 when you talked with your attorney about it, and
8 you said that you were agreeable to those terms, right?

9 A. I am sorry. This is September 2009.

10 MS. HANKS: That's not the right document.
11 I must have the wrong reference. Here we are. Here we
12 go, 346, Plaintiff's Exhibit 346, please.

13 Q. Okay. This is an email from Mr. Olson, your
14 attorney, to David Elmquist, correct? And it is dated
15 December 4th, right?

16 A. Yes.

17 Q. And it says, "CJ and I think we can agree to
18 that," right?

19 A. Yes.

20 Q. So you were amenable to the idea of an agreed
21 TR0, right?

22 A. Yes.

23 Q. Now, you testified previously that you are
24 chairman of Eurocap, right?

25 A. Yes.

1 Q. And Eurocap has a lot of Green Auto shares,
2 doesn't it?

3 A. It has some.

4 Q. And Eurocap received those shares from the
5 Barclay Group, didn't it?

6 A. Through share exchange, yes.

7 Q. As the chairman of Eorucap, you control what
8 happens to those shares, don't you?

9 A. That is incorrect.

10 MS. HANKS: Okay. KLM Exhibit 153 and 154,
11 please.

12 Q. Let's look at 153, please, first. On
13 December 17th, 2013, -- and you understand, of course,
14 that the restraining order does not just apply to you
15 individually or to the Barclay Group; it applies to your
16 affiliates as well?

17 A. Yes, I understand.

18 Q. So you understand and agree that it would apply
19 to Eurocap's transferring of shares, right?

20 A. That's my understanding.

21 Q. Okay. And on December 17th, right before the
22 agreed restraining order gets signed by the Court, you
23 are instructing -- you are making more transfers of
24 Eurocap holdings of Green Auto shares, aren't you?

25 A. If I recall correctly -- I don't have the files

1 in front of me -- I believe a transfer was made prior to
2 the TR0.

3 Q. It was a couple of days prior, but it was after
4 the parties were discussing it, wasn't it?

5 A. I have no knowledge of when the parties were
6 discussing it.

7 Q. Well, we just showed you an email that
8 indicated that you did discuss it with your attorney and
9 said that you were amenable to it, didn't you?

10 A. Right, but I believe these transactions -- and
11 I apologize. I don't have the copy of the certificates
12 in front of me.

13 Q. Well, we have got the certificates in that --
14 in the document we just had up a moment ago.

15 A. May I see the certificate?

16 Q. We are pulling it up.

17 A. Thank you.

18 MS. HANKS: Go down, please. Go back up to
19 the Fed Ex.

20 Q. Here on December 18th, Justine Blankenship had
21 actually stock transferred. She is sending those stock
22 certificates back to you at Eurocap here in Dallas,
23 isn't she?

24 A. Yes.

25 Q. Okay. Go down, and that would have happened in

1 accordance with your instructions, right?

2 A. I believe so.

3 Q. So here is your letter, December 12th, 2013,
4 which is eight days after -- at least eight days after
5 you discussed a temporary restraining order with your
6 attorney in this case, isn't it?

7 A. I believe there was a conversation regarding a
8 TR0, but I don't believe there was any action taken on
9 that. So it was just something that was being
10 discussed.

11 Q. So you wanted to take the opportunity that you
12 had, before the TR0 went into effect, to move some
13 shares, didn't you?

14 A. That is incorrect. I was simply operating our
15 business under normal conditions, as I was told to do
16 until a formal order was entered.

17 Q. And by virtue of this transaction, you are
18 actually selling shares, aren't you?

19 A. I believe there were some trades made, yes.

20 MS. HANKS: Can we go down, please?

21 Q. That is your handwriting, isn't it, Mr. Comu?

22 A. It appears to be.

23 Q. 330,000 shares, and that just happens to be
24 30,000 more than the stock certificate that is in your
25 name, right?

1 A. I presume so.

2 Q. Well, there is 300,000 Green Auto shares in
3 your name, correct?

4 A. That is correct. I believe that is correct.

5 Q. Okay. So in one trade you transfer out 330,000
6 shares of the very stock that our TRO is meant to
7 prevent you from trading, didn't you?

8 A. That is incorrect.

9 Q. It was before the TRO went into effect, but
10 that is what you are trading, isn't it?

11 A. That's incorrect. Those are not my shares.

12 Q. They are shares under your control, though,
13 aren't they?

14 A. They are shares of the Barclay Group.

15 Q. I thought they were shares of Eurocap. Is
16 there a difference?

17 A. I would have to see the original certificate
18 where the shares came from.

19 MS. HANKS: Okay. Can we go to the other
20 Eurocap trade, please?

21 Q. But if a TRO had been signed a couple of days
22 earlier, the TRO that the parties all agreed to, this
23 would have violated it, wouldn't it?

24 A. Absolutely.

25 Q. And you understand, of course, that the reason

1 for that TR0 is to stop the movement of this Green Auto
2 stock certificate, these stock certificates, until this
3 dispute is resolved, right?

4 A. That is my understanding, yes.

5 Q. Okay. And assuming that the restriction on the
6 trading of these stocks was listed on December 23rd, it
7 would have been reasonable for the trustee and for your
8 creditors to assume that you weren't trading this
9 restricted stock; that is why December 23rd was so
10 important to your creditors and to the trustee?

11 A. I am sorry. I didn't understand if there was a
12 question there.

13 Q. You knew that the other parties to this
14 litigation were not expecting these transfers to occur
15 before December 23rd, didn't you?

16 A. I don't know what the other parties were
17 thinking. I am sorry.

18 Q. Oh, so it didn't occur to you that this
19 happened to be a couple of days before the TR0 went into
20 effect, and you wouldn't be able to do it a couple of
21 days later; just a coincidence?

22 A. It may be a coincidence. We were not looking
23 at anything except following instructions from Counsel.
24 And if there was a TR0 that was entered into, then we
25 would oblige and agree by the rules of the TR0. There

1 was conversation going on, and at that point in time we
2 had no indication of what was going to be finalized.

3 Q. But you knew that there was -- you knew the
4 parties were discussing a TRO, and you had already said
5 that you were amenable to it, correct?

6 A. The parties were also discussing a settlement
7 to this case, Counselor.

8 Q. I am sorry. Could you repeat that, please?

9 A. I said there was also conversations regarding a
10 settlement to this lawsuit.

11 Q. And when did that happen?

12 A. It happened in 2013.

13 Q. With whom?

14 A. Whoever the parties were.

15 Q. Well, you understand, of course, that I
16 represented the plaintiffs in 2013. We have never had a
17 conversation about settlement. You have never
18 approached us about settlement.

19 A. I said there was conversations regarding
20 settlement.

21 Q. With whom? You understand, KLM, Mr. Katz and
22 KOE are plaintiffs in this action, correct?

23 A. Correct.

24 Q. Okay. With whom were you discussing
25 settlement?

1 A. I wasn't discussing them. I believe the
2 attorneys were discussing it. That is what I was told.

3 MS. HANKS: Okay. Could we please go to
4 the other Eurocap?

5 Q. Here is another trade that you affected on
6 behalf of Eurocap Investments, also involving Green Auto
7 stock that originally came from the Barclay Group,
8 correct?

9 A. I see, appears to be, an invoice from Action
10 Star Transfer. I don't have all the details.

11 Q. Would you like for us to walk through page by
12 page to confirm that this is a document you sent to
13 Eurocap with instructions to transfer stock?

14 A. If I could just see the cover letter, I would
15 appreciate that. Thank you.

16 Q. Sure, let's go.

17 MS. HANKS: Okay, go one back up.

18 Q. Here Eurocap Investments is transferring two
19 million shares of Green Auto to the Barclay Group,
20 correct?

21 A. Yes.

22 Q. And this transaction was affected in accordance
23 with your instructions, wasn't it?

24 A. I believe so, yes.

25 Q. And you are the chairman and CEO of the Barclay

1 Group, aren't you?

2 A. I serve as its chairman, yes.

3 Q. And at the time you filed bankruptcy you were a
4 managing partner, correct?

5 A. At the time of my bankruptcy I served in
6 whatever capacities were required through our normal
7 course of business, but, yes, I was chairman.

8 Q. Well, what was your title when you filed
9 bankruptcy on December 31, 2009?

10 A. I was the chairman of the Barclay Group, and I
11 was also managing partner.

12 Q. Okay. Would you please look at the statement
13 of financial affairs, Defendant's Exhibit -- Trustee's
14 Exhibit 95 that is on your desk? And, again, this is
15 another document that you executed under oath of
16 perjury, correct?

17 A. I believe that's correct.

18 Q. Would you look at Page Five of that document?
19 Here you say that you are the managing partner of the
20 Barclay Group, Inc., correct?

21 A. Yes.

22 Q. You do not say that you are chairman of the
23 Barclay Group, Inc., do you?

24 A. Not to this document.

25 Q. Okay. But you just testified a moment ago

1 that, when you declared bankruptcy on December 31st,
2 2009, you were the chairman of Barclay Group?

3 A. There are two distinct titles.

4 Q. I understand that, but both of them were
5 required to be disclosed on your statement of financial
6 affairs. Why would you not have disclosed that
7 information? Would you agree that there is a difference
8 between a chairman and a managing partner?

9 A. Not necessarily.

10 Q. Would you agree that there might be an
11 important difference between those two titles?

12 A. I think there could be some importance between
13 the two titles, yes.

14 Q. Would you find it reasonable that it would be
15 important to know -- for your creditors to know that
16 information?

17 A. No, I don't think that would be of any
18 relevance.

19 Q. Is it your decision to make as to whether or
20 not it is relevant, or does this document require that
21 you disclose all relevant information, so that the
22 trustee and your creditors can make that assessment for
23 themselves?

24 A. I believe I followed the letter of what I was
25 told to do through counsel and, most importantly,

1 disclosure of the assets. The title of my role with the
2 company that I was working with, I didn't realize the
3 extreme sensitivity of the relevance. I am sorry.

4 Q. Okay. Let's look at Number 18. And you read
5 this document before you filled it out, didn't you?

6 A. I believe so.

7 Q. Could you please read the language, Section
8 18(a) that starts with, "If the debtor is an
9 individual"?

10 A. Would you like me to read out loud?

11 Q. I would like for you to read it out loud.

12 A. "If the debtor is an individual, list names,
13 address, tax payer ID number, nature of the business and
14 beginning and ending dates of all businesses in which
15 the debtor was an officer, director, partner or managing
16 executive of a corporation, partner in a partnership,
17 sole proprietor, or was self-employed in trade,
18 profession, or other activity, either full or part-time,
19 within six years immediately preceding the commencement
20 of this case, or in which the debtor owned five percent
21 or more of the voting or equity securities within six
22 years immediately preceding the commencement of this
23 case."

24 Q. Okay. So for six years, six years preceding
25 bankruptcy -- which goes back to December 31st, 2003,

1 is that correct?

2 A. That would be correct.

3 Q. -- you are required to disclose all entities in
4 which -- and the nature of their businesses and their
5 tax ID numbers and their addresses, all businesses in
6 which you held a position as an officer, director,
7 partner, managing executive, correct?

8 A. That's what it says.

9 Q. And you did not do this on this form, did you?
10 You did not provide complete and accurate information,
11 did you?

12 A. To the best of my recollection, I thought I
13 did.

14 Q. Well, did you disclose your position as
15 president and director of Ganas Corp?

16 A. I don't believe I showed that on this document.
17 I believe that was an error on our part, yes.

18 Q. Okay. So that was an error, not including that
19 information?

20 A. I believe, now that the information is
21 disclosed, I think you are correct.

22 Q. Okay. So your position as president and
23 director of Ganas should have been on there. Okay. Is
24 there anything else that you did not include on these
25 disclosures that would have been relevant to your

1 creditors or to the trustee?

2 A. Once again, Counselor, to the best of my
3 recollection, I assume that this was all the
4 information, unless I completely overlooked something.

5 Q. How about Grey Point Partners, LLC?

6 A. I have no recollection of that entity.

7 Q. Okay. And you were asked about this entity in
8 December of 2011, and you claimed to have zero interest
9 in Grey Point Partners?

10 A. That would be a correct statement.

11 Q. Okay. And having been asked about it, did you
12 go back and check, just to make sure that you didn't
13 have an interest or a position with Grey Point Partners
14 that should have been disclosed?

15 A. I don't believe I did any research, because I
16 don't believe I had anything to do with the company. It
17 could have been an entity that an attorney formed for us
18 at one time, but I don't recall we did anything with it,
19 so I didn't even realize my name was attached to it.

20 Q. Okay. KLM Exhibit 138, please, at Page Two.
21 Does it happen often in your profession that you end up
22 on public corporate documents, your name with a title,
23 without you knowing it?

24 A. Unfortunately, yes.

25 Q. Really? So you are saying that someone else

1 filed this document and named you --

2 MS. HANKS: Could you please go down?

3 Q. -- a managing member of this entity without
4 your knowledge?

5 A. I believe that's a correct statement.

6 Q. And you will note --

7 Ms. Hanks: Please go down to the date,
8 please.

9 Q. -- Grey Point Partners, LLC. There you go.
10 This is an entity that was formed in May of 2009, not
11 long before you filed your bankruptcy petition, about
12 six, seven, eight months, correct?

13 A. That's what it appears to be, yes.

14 Q. Okay. And just had no idea that you were a
15 member of this LLC?

16 A. Yes, I had no idea that I was named in it.

17 Q. Okay. So then -- but it was -- but this
18 clearly is information that qualified under Section 18
19 that you read? If you had known about it, you would
20 have included it on these schedules?

21 A. Absolutely.

22 Q. Okay. So we will add that. And Clyde Gentry
23 is one of your former colleague from Sun Sports, isn't
24 he?

25 A. He is the former president of Sun Sports.

1 Q. Okay. And Mr. Cole also, correct?

2 A. He was the vice-president.

3 Q. Okay. And this entity actually involved MMA
4 Fighting, correct? That was the purpose of it when it
5 was formed?

6 A. I don't recall. I believe there was a
7 conversation regarding this. I had no idea the entity
8 was formed.

9 Q. So you had a conversation about it; you just
10 didn't know it was actually formed?

11 A. Yes, ma'am, that's correct.

12 Q. Okay. So there was a conversation about maybe
13 forming this entity, but they did it without your
14 knowledge and named you one of shareholding members of
15 the LLC?

16 A. Yes, I was unaware I was listed until I heard
17 about it in a deposition.

18 Q. But you answered no, and you didn't go look to
19 check and see if you actually were listed as a member on
20 the entity?

21 A. I felt, since I had no knowledge of it, I
22 wasn't a party to it, so I did no further research.

23 Q. So you didn't have any knowledge of it; your
24 creditors were asking about it; so you didn't feel like
25 it was your obligation to confirm?

1 A. At the time that I filed my paperwork I had no
2 knowledge of this entity, and I did not learn of it
3 until well after, in depositions when it was presented
4 to me.

5 Q. Okay. So president director of Ganas, member
6 of Grey Point Partners, all of which are just from 2009,
7 and, again, this goes back -- the obligation goes back
8 six years, correct?

9 A. That's what it says.

10 Q. How about Sun Management Group, Inc.?

11 A. That is part of Sun Sports. That is disclosed.

12 Q. Please show me on your schedules where an
13 entity called Sun Management Group, Inc., is identified
14 and disclosed?

15 A. It was a wholly-owned subsidiary of Sun Sports.

16 Q. And you disclosed an interest in stock of Sun
17 Sports, correct?

18 A. Yes, ma'am.

19 Q. But you did not identify your interest in Sun
20 Management Group, Inc., did you?

21 A. It was a wholly-owned subsidiary of Sun Sports.

22 Q. Please answer my question yes or no. You did
23 not disclose your interest in Sun Management Group,
24 Inc., did you?

25 A. I did not have an interest in Sun Management.

1 MS. HANKS: Could you please go to KLM
2 Exhibit 152?

3 Q. Mr. Comu, this is a Texas franchise tax public
4 information report from 2006 which, as we have
5 established, falls within the date range that you are
6 required to disclose your business affiliations,
7 correct?

8 A. Yes.

9 Q. Can you please tell me who it identifies as the
10 CEO of Sun Management Group, Inc.?

11 A. It identifies me.

12 Q. Okay. Would you agree that this is also an
13 undisclosed executive position that should have been
14 disclosed on Section 18 of your statement of financial
15 affairs?

16 A. I disagree.

17 Q. You believe you were not required to disclose
18 this position on your statement of financial affairs?

19 A. I believe I did, and I believe I am trying to
20 explain that Sun Sports had two wholly-owned
21 subsidiaries, and this was one of wholly-owned
22 subsidiaries, and I disclosed the parent company, which
23 I owned stock in. The parent company owns the
24 wholly-owned subsidiaries. It was disclosed as Sun
25 Sports and Entertainment, Inc.

1 Q. But there is nothing in the statement of
2 financial affairs that allows you to group different
3 entities, subsidiaries, affiliates, together into one,
4 so that you don't disclose your specific position with
5 others, correct?

6 A. My understanding was disclosing my holdings in
7 the parent company that owned the two wholly-owned
8 subsidiaries was correct. If I didn't do it properly,
9 then perhaps I didn't understand the parent company and
10 the subsidiary relationship.

11 Q. And you work with corporations and entities and
12 mergers quite a bit, don't you?

13 A. A fair amount.

14 Q. And, in fact, your defense against the
15 trustee's claim is that corporate entities are separate,
16 isn't it?

17 A. I wouldn't be able to comment on that.

18 Q. Mr. Comu, does it mean something to you that
19 entities are in different corporate names and formed
20 under different structures, or doesn't it?

21 A. Of course, it does.

22 Q. If it does, why didn't you disclose it here?

23 A. In the world that I live in, parent companies
24 that own wholly-owned subsidiary companies, you simply
25 state the parent company, since it owns all the subs.

1 Everything goes up to the parent. That has been my 30
2 years of experience.

3 Q. So you can treat a parent company and its subs
4 as all one entity; is that what you are saying?

5 A. In my last 30 years of experience, that is
6 traditionally how it has been done.

7 Q. Okay. And let's talk about parent companies
8 and subs. You formed Regus Advisers, Inc., in the
9 summer of 2010; is that right?

10 A. I don't have the exact date, but that sounds
11 correct.

12 Q. And you formed it as a continuation of the
13 Barclay Group business, didn't you?

14 A. That is incorrect.

15 Q. And, again, you just testified that, for the
16 purposes of your disclosures, you believed they should
17 all be treated as one, correct?

18 A. That was my understanding at the time.

19 MS. HANKS: Can you please pull up
20 Plaintiff's Exhibit 150?

21 Q. Regus is doing pretty well, isn't it?

22 A. Not necessarily.

23 Q. You have done a number of reverse mergers,
24 Curation, Algae International, just recently just
25 made -- you have acquired a bottling company; is that

1 correct?

2 A. We syndicated the acquisition I have just made.
3 We did not acquire it.

4 Q. Okay. But business seems to be pretty good for
5 Regus.

6 MS. HANKS: That is not the right Document.
7 222, please. Sorry, I gave you the wrong number. I
8 gave you the footnote number. 222. Go down, please.

9 Q. Mr. Comu, this is a series of office emails
10 involving -- concerning Regus office space from June
11 of 2002, and you are corresponding on these emails; are
12 you not?

13 A. It appears to be, yes.

14 Q. June of 2010?

15 UNIDENTIFIED MAN: You said '02.

16 Q. Oh, did I? 2010, I apologize. June of 2010.
17 And you are asked, "I need a different address than our
18 office for your record. Normally people use their home
19 address"?

20 A. That is incorrect.

21 Q. Well, that is what he is saying in his email?

22 A. That is what he is saying. That is not what I
23 am saying.

24 Q. I am not asking you if you are saying that.

25 A. Well, you said I am saying.

1 Q. Please look above. Your response is, "Parent
2 company, the Barclay Group, Inc.," so is the Barclay
3 Group, Inc., parent company of Regus Advisers?

4 A. That is incorrect.

5 Q. Okay. Is the Regus Advisers owned by TKY
6 Trust?

7 A. Yes, I believe that's correct.

8 Q. And TKY Trust is your brother's Canadian trust
9 in Canada, right?

10 A. That is not correct.

11 Q. TKY Trust is not a Canadian trust of which your
12 brother is the trustee?

13 A. My brother and my sister are the trustees of
14 the TKY Trust. That's correct.

15 Q. And you are a beneficiary of it, aren't you?

16 A. I am one of seven beneficiaries.

17 Q. You are a beneficiary of it, aren't you?

18 A. I am one of seven beneficiaries.

19 Q. All right.

20 THE COURT: All right. We are going to go
21 ahead and take a break. We have been taking hour and a
22 half breaks, so any problem if I say it is going to be
23 an hour and 15 minutes today?

24 MS. HANKS: No, Your Honor. Thank you.

25 THE COURT: All right. We will be back at

1 2:15 -- I am sorry, 1:45, we will come back at 1:45. I
2 am getting a little concerned about time. Can you tell
3 me -- can you give me a guesstimate how much longer you
4 are going to go?

5 MS. HANKS: I hope no more than another
6 hour and a half, two hours, but it should be less, I
7 hope less than that, Your Honor, with Mr. Comu. I need
8 to sit down with my team and walk through a couple of
9 things.

10 THE COURT: How many more witnesses are the
11 plaintiffs going to have?

12 MR. VITAL: Just one, Your Honor.
13 Ms. Comu, well, I don't expect her, on my examination,
14 to be more than an hour, really more than 45 minutes.

15 THE COURT: Okay. Mr. Elmquist, what about
16 you? How many witnesses are you going to have?

17 MR. ELMQUIST: I am going to be calling
18 only the two Comus, and I am going to put my questioning
19 in as soon as Ms. Hanks is done, likewise with Ms. Comu.
20 I am guesstimating at this point about two hours with
21 Mr. Comu and probably half an hour with Ms. Comu.

22 THE COURT: All right. And, Mr. Olson, on
23 your defense case, what are you anticipating?

24 MR. OLSON: The Trustee and then some
25 examination of the Comus. I suspect that my direct of

1 those three witnesses will be an hour and a half. I
2 suspect it will trigger questions that will take some
3 more time.

4 THE COURT: Okay. Well, you all can do the
5 math. It doesn't sound like we are going to be finished
6 in five days.

7 All right. We will come back and talk
8 about timing a little more this afternoon. I will see
9 you at 1:45.

10 (Recess from 12:31 until 1:49.)

11 THE COURT: We are going back on the record
12 in King Louie Mining versus Comu, Adversary 3269.

13 All right. Before the lunch break we were
14 having examination of Mr. Comu. Are we ready to
15 proceed?

16 MS. HANKS: Yes, Your Honor, and I believe
17 that we can wrap this up quite quickly, at least with
18 regard to the plaintiff's examination.

19 THE COURT: All right. Mr. Comu, if you
20 could take the stand.

21 MR. ELMQUIST: Your Honor, in light of
22 discussions we have had over the lunch hour, my time
23 estimate has gone from two to one hour. So we think it
24 is highly likely that we can get the examination done
25 for Mr. Comu for everyone.

1 MR. OLSON: Well, I think I will probably
2 reserve mine, so that we can get Ms. Comu on and off
3 today as well.

4 THE COURT: All right. So you will --

5 MR. OLSON: So we won't run out of
6 witnesses and maybe won't have to have her come back.

7 MR. ELMQUIST: The point is, I think we are
8 going to move things along much quicker than we were
9 estimating before lunch.

10 THE COURT: Very good. Thank you.

11 All right. Mr. Comu, I am required to
12 remind you you are still under oath.

13 THE WITNESS: Thank you. Yes.

14 DIRECT EXAMINATION (CONTINUED)

15 By Ms. Hanks:

16 Q. Mr. Comu, I have one question. I believe
17 earlier in your testimony I asked you about any HSCC
18 accounts in the Channel Islands, and you said
19 unequivocally no. Is that correct?

20 A. I don't recall an HSBC account that I may have
21 in the Channel Islands. I don't believe so.

22 Q. Okay. Let's take a look at Plaintiff's
23 Exhibit 365, which is on your screen in front of you.
24 Notice an email from Charlotte Jacob. She is one of the
25 individuals that you previously corresponded with, and

1 this concerns West Point Advisors, Inc., and it concerns
2 an HSBC account opened for the company. Could you
3 please scroll through the attachment?

4 And you will note that this is a US dollar
5 account for West Point Advisors, one of the entities
6 that we were discussing earlier in the Channel Islands.
7 Would you like to change your testimony, Mr. Comu?

8 A. I don't believe that is an account I set up. I
9 believe that is an account that Newhaven Nominee set up
10 for that particular corporation.

11 Q. At your request, correct, Mr. Comu?

12 A. I don't recall whose request. I believe that
13 was a corporation that was created, and I don't know
14 what the final disposition of it was for.

15 MS. HANKS: Thank you, Your Honor. We will
16 pass the witness at this point. We do have a couple
17 of -- we will pass the witness subject -- what we would
18 like to do is, because there are some relevancy
19 objections, make sure that we have an opportunity to
20 address those, because I believe we can address --
21 obviously this is a complicated ongoing long-term sort
22 of fact pattern, and we are happy to address it in
23 briefing without going through witnesses, but we want to
24 make sure we have an opportunity to get those documents
25 before the Court, since there are relevancy objections.

1 THE COURT: All right. So you are talking
2 about the KLM exhibits that have not been specifically
3 offered through witness testimony, which Mr. Olson made
4 a relevancy objection to.

5 MR. VITAL: Yes, Your Honor, I think what
6 we are communicating is that we can offer those exhibits
7 before we close our evidence. And without examining
8 witnesses about those particular documents, it has been
9 our understanding that we would submit like a post trial
10 brief to you, letting us know where the evidence leads
11 Your Honor, and without going into the particulars of
12 those documents through witnesses, we could just talk
13 about those in the brief, which is why we have been able
14 to cut what we thought was two and a half hours to no
15 more questions.

16 THE COURT: All right. All right. So,
17 Mr. Olson, you agree to this? The issue is just
18 relevancy and not authenticity or anything else.

19 MR. OLSON: No, the only objection is
20 relevance. As I said on Monday, I didn't mind if you
21 carried it on, and when you got through you could say,
22 "I excluded these because I didn't find them to be
23 relevant," or let them all in or whatever your ruling --

24 THE COURT: Okay. Well, that sounds like a
25 fine procedure to deal with it then through briefing.

1 All right. Thank you.

2 MS. HANKS: And we do have three exhibits
3 that we have already shown to defendants that we are
4 going to offer.

5 THE COURT: Okay.

6 MS. HANKS: The first is just marked, well,
7 sticky marked as Plaintiff's Exhibit 371.

8 THE COURT: Okay. 371.

9 MS. HANKS: Which is a payment history
10 report for the Palladium Drive address.

11 The second exhibit is marked as Plaintiff's
12 Exhibit 372. It is the account Mr. (Inaudible)
13 Palladium property.

14 And as the third exhibit is Mr. Comu's
15 Canadian -- a copy of his Canadian passport.

16 THE COURT: Okay. That will be 373?

17 MS. HANKS: Yes, Your Honor.

18 THE COURT: All right. And there is no
19 objection to those? Yea or nay, any objection?

20 MR. ELMQUIST: No objection.

21 MR. OLSON: I don't have an objection. I
22 don't have the copy of the passport.

23 MS. HANKS: Oh, of the passport.

24 UNIDENTIFIED MAN: I need all four
25 exhibits.

1 MS. HANKS: Do you need them right now? We
2 will provide a copy, Your Honor.

3 THE COURT: Okay. Do you want to go ahead
4 and approach with those?

5 MS. HANKS: I am sorry, Your Honor?

6 THE COURT: Do you want to approach with
7 the copies?

8 MS. HANKS: Oh, yes.

9 THE COURT: Okay. Thank you.

10 Now, someone correct me if I am wrong. I
11 don't seem to have the tail end, Exhibit 370. Did I
12 miss -- yeah, I go from 369 now to 371.

13 MS. HANKS: Your Honor, I may have skipped
14 over a number accidentally.

15 THE COURT: Okay. As long as I am not
16 missing --

17 MS. HANKS: But we will confirm and let you
18 know before we recess today, if that is acceptable.

19 THE COURT: That will work. All right. So
20 with that, are we passing the witness?

21 MS. HANKS: Yes, Your Honor. Thank you.

22 THE COURT: All right. Mr. Elmquist.

23 MR. ELMQUIST: Thank you, Your Honor.

24 CROSS EXAMINATION

25 Of CJ Comu by Mr. Elmquist:

1 Q. Mr. Comu, we have met a number of times, right?

2 A. Yes, sir.

3 Q. And understand I represent the bankruptcy
4 trustee in this case, Diane Reed?

5 A. Yes, sir.

6 Q. And do you recall that we did a couple of what
7 are called bankruptcy oral 2004 examinations, or I did,
8 of you back in November of 2011 and then in August
9 of 2012?

10 A. Yes, sir.

11 Q. Okay. I want to go over something that haven't
12 really addressed here, and that is your education after
13 high school and your -- and a brief account of your
14 employment history, okay?

15 A. Yes, sir.

16 Q. You graduated from Langara, L-A-N-G-A-R-A,
17 College in business administration, and you pursued some
18 post academic studies in marketing, finance, and real
19 estate, is that right, and law?

20 A. That's correct.

21 Q. Okay. Then from 1980 to -- when did you
22 graduate from Langara?

23 A. I believe it was 1981, '2.

24 Q. Okay. From '80 to '86 you were the founder and
25 executive vice-president of MBA Corporate Group?

1 A. That's correct.

2 Q. And then from '98 -- 1986 to 1990 you were
3 founder, chairman, CEO of Credit America Holdings.
4 Excuse me. Let me go back to MBA Corporate Group. That
5 was a financial application software company that
6 developed the Wall Street Analyst?

7 A. Yes, sir, that's correct.

8 Q. All right. And then from 1986 to 1990 you were
9 the founder and chairman and CEO of Credit America
10 Holdings, a private management and consulting firm
11 involved in corporate advisory services, turnaround
12 management, financial restructuring and the financing of
13 private equity finances; is that right?

14 A. That's correct.

15 Q. Then from '90 to '95 you were the founder,
16 chairman and CEO of Transworld Leasing, a full service
17 equipment leasing and finance company; is that right?

18 A. That's correct.

19 Q. And then in '95 to 2001 you were the founder,
20 chairman, CEO of Airtech International Group, a public
21 company that manufactured indoor air purification
22 systems and its franchise division, Airpospure; is that
23 correct?

24 A. Airsopure, that's correct.

25 Q. Airsopure, thank you. All right. Then from

1 2001 to 2005, you were founder and chairman and CEO of a
2 company we have been talking about a little bit,
3 Humitech International Group, an international
4 environmental company that manufactured and distributed
5 humidity control products for commercial, residential,
6 refrigeration applications; is that right?

7 A. Yes, sir.

8 Q. And then from 2005 to 2009 you were the
9 founder, chairman, CEO of Sun Sports and Entertainment,
10 a public company that produced live mixed martial arts
11 and boxing events at the facilities such as American
12 Airlines Center; is that right?

13 A. Yes, that's correct. Thank you.

14 Q. Then finally in your CV that was part of the
15 2004 examination record, you stated that you were
16 currently the managing partner of the Barclay Group, a
17 private international consulting firm for private and
18 public companies providing advisory services for complex
19 restructuring, contract negotiations, private equity,
20 debt (Inaudible) financings; is that right?

21 A. Yes, sir.

22 Q. And this CV was given to me in 2011, so at that
23 time in your opinion that position was with Barclay
24 Group; is that right?

25 A. Yes, sir.

1 Q. So, Mr. Comu, you have a very extensive
2 background in business of various types and are familiar
3 with business structures and organizations; is that
4 right generally speaking?

5 A. Generally speaking, yes.

6 Q. Okay. At your 2004 examination in November
7 of 2011 -- Let me back up a second. I think I heard you
8 testify when Ms. Hanks was asking you about your
9 bankruptcy schedules, which is Trustee's Exhibit 94 --

10 MR. ELMQUIST: May I approach, Your Honor?

11 THE COURT: You may.

12 Q. Take another look at that.

13 A. Thank you.

14 Q. That is a document (Inaudible) copy. Yes, this
15 is 94. This is 95. It has the dirty yellow on it.

16 So Ms. Hanks was asking you about
17 Exhibit 94, and those are your bankruptcy schedules,
18 correct?

19 A. Yes, sir.

20 Q. Please turn to the fourth page of Schedule B,
21 which lists interests -- Thanks for the B. The question
22 at Number 13 is stock and interest in incorporated and
23 unincorporated businesses, and you are supposed to
24 itemize those, right?

25 A. Is this Page Four?

1 Q. Well, go back to Page Three where Number 13 is
2 on the document. Do you see where it says stock and
3 interest in incorporated and unincorporated businesses?

4 A. Yes.

5 Q. And that you are to itemize those?

6 A. Yes, I see that.

7 Q. Okay. And do you recall me asking you at your
8 2004 examination about those bankruptcy schedules?

9 A. I believe so faintly.

10 Q. Okay. Let me hand you what has been marked as
11 Trustee's Exhibit 96.

12 MR. ELMQUIST: May I approach, Your Honor?

13 THE COURT: You may.

14 MR. ELMQUIST: May I hand up?

15 THE COURT: You may.

16 Q. Trustee's Exhibit 96, I direct your attention
17 to --

18 MR. ELMQUIST: First of all, Your Honor,
19 Trustee's Exhibit 96 is the cover page and two pages
20 from my examination of Mr. Comu on November 30, 2011.
21 This is the transcript that was prepared.

22 THE COURT: Any objection to this?

23 UNIDENTIFIED MAN: None.

24 THE COURT: It is admitted and, again, just
25 to be clear, I don't have a Trustee's Exhibit -- No, I

1 do have 94 and 95.

2 (Trustee's Exhibit 96, offered and
3 admitted.)

4 MR. ELMQUIST: Yeah, that's the schedules
5 and so forth.

6 THE COURT: Okay, thank you.

7 Q. Okay. Mr. Comu, I want to direct your
8 attention to Line 16 on the second page of this
9 document, which is paginated at the top as Page 77. Do
10 you see that?

11 A. Page 78?

12 Q. 77, Line 16 I am asking you about. So at the
13 examination I say, "Exhibit 11 is a copy of the
14 bankruptcy schedules that were filed in the bankruptcy
15 case. If you will take a look at Schedule B, which
16 starts on the second page of this document, and then to
17 the listing of stock and interest in incorporated and
18 unincorporated businesses."

19 And your answer was yes.

20 Then I go on, "Which is -- starts on the
21 second page of Schedule B. I am not seeing in here any
22 reference to Ganas Corp. Do you know what -- do you
23 know why Ganas Corp wasn't listed?"

24 And Mr. Olson responded, "The date of the
25 petitioner is 12/31/09."

1 I answered in the affirmative.

2 Then Mr. Olson asked, "What is the date of
3 the stock certificate?"

4 And I responded, "January 13th."

5 Then your answer was, "I don't believe I
6 have the -- I don't believe I have. The transaction was
7 not closed at that time."

8 Was that your testimony at that time?

9 A. At that time, yes, sir.

10 Q. And I go on, "Okay. There is no reference in
11 here to Ganas Corp, period. I mean at the time you
12 filed you had a right to receive this stock; is that
13 right?"

14 And your answer was, "At the time I filed
15 my bankruptcy?"

16 "Question: Yes, sir."

17 And your answer was, "There was a
18 transaction process. We didn't know if it was going to
19 close or not."

20 Then I said, "Okay. When did the
21 transaction close?"

22 And you state, "The date of the
23 certificate."

24 Did you mean the date of the certificate,
25 January 13th?

1 A. Yes, sir.

2 Q. So it was your testimony at that time that the
3 Ganas Corp, the Green Automotive transaction, did not
4 close until January 13, 2010?

5 A. It was my understanding that, until we
6 physically received the certificates and through all of
7 the activities that needed to be completed by
8 (Inaudible) and the SEC, that the transaction was still
9 subject to close.

10 Q. But were you not aware back in November of 2009
11 that the certificate of merger had been issued, and had
12 you not, in fact, sent out emails about the fact that
13 the transaction had closed? Ms. Hanks went over those
14 earlier.

15 A. Yes, sir, the transaction was signed, and there
16 was a variety of additional documents that needed to
17 follow that to complete the transaction.

18 Q. But the transaction had closed? The effective
19 date of the merger had occurred, correct?

20 A. Yes, there is a document evidencing that in
21 2009.

22 Q. Again, we can go to it, but there is an email
23 Ms. Hanks asked you about that was dated December 5th, I
24 think, where you had sent an email to a colleague
25 indicating the transaction had closed. Do you recall

1 that.

2 A. I don't recall the specific email.

3 Q. Okay.

4 (Inaudible)

5 Q. That's in the affirmative. Yeah, well, there
6 was actually two. The November 5 was when the merger
7 took effect, but did you not send out, subsequent to
8 that, an email in early December about the fact that the
9 transaction had closed?

10 A. I don't have the exact email. I may have made
11 reference. I am not certain.

12 Q. Okay. I want to direct your attention, Mr.
13 Comu, to Plaintiff's Exhibit 256, and I am directing
14 your attention to the email that you sent, which starts
15 in the middle of the page. It is dated December 4,
16 2009. Can you read that email that begins, "Troy"?

17 Well, first of all, that is an email from
18 you to Troy Phillips; is that right?

19 A. Yes, sir.

20 Q. And it is dated December 4, 2009?

21 A. Correct.

22 Q. Just read that, if you wouldn't mind, read the
23 first sentence.

24 A. "Troy, greetings. Hope all good at your end.
25 As you know, 60 days ago we started and completed a

1 reverse merger of the first major 100 percent electric
2 car company to go public in the USA. Attached is some
3 in for on Green Automotive Company, Inc., GNAS."

4 Q. And you go on to say, "Our funding group is now
5 ready to proceed with the reverse merger and listing for
6 T-3 Networks." Is that a different transaction?

7 A. That is a different proposed transaction, yes,
8 sir.

9 Q. So at the time you sent this email, you were
10 stating that the -- that, "We have started and completed
11 a reverse merger." That was on December 4, right?

12 A. I think I was making a general comment, yes.

13 Q. All right. Well, let me ask you this, Mr.
14 Comu, in light of everything you have heard, is it still
15 your testimony today that the Green Auto transaction --
16 Let me back up again. In connection with the Green Auto
17 transaction you received 300,000 shares of Ganas Corp
18 stock, correct?

19 A. Yes, sir.

20 Q. And that stock had an issuance date of
21 January 13, 2010?

22 A. Yes.

23 Q. So the discussion I had with you at your 2004
24 examination had to do with the fact that you had not
25 scheduled that as an asset in your bankruptcy case,